Standard Bidding Document

Procurement of Civil Works-02
(Works)

National

Single Stage-Two Envelope

CORRIGENDUM # 2	CORR-P14687-002
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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2025-26**. The **Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Procurement of Civil Works-02**".

2. The **Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Procurement of Civil Works-02)**described in the bidding documents on**EPADS v2.0**.

3. **Single Stage-Two Envelope**will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://vendors.epads.gov.pk/** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0**to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, April 27, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Monday, April 27, 2026 11:30 AM**. Manual submission of

Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://pa.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

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

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Instructions to Bidders

A. INTRODUCTION

1. **Scope of Bid**

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

2. **Source of Funds**

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

3. **Eligible Bidders**

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

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

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

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

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

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

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

3.3.2. have controlling shareholders in common; or

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

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

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

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

3.4. A Bidder may be ineligible if –

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

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

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

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

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

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

4. **Eligible Material and Equipment**

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

B.BIDDING DOCUMENTS

1. **Contents of Bidding Documents**

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

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

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

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

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

2.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer throughEPADS.

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

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

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

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

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

3. **Amendment of Bidding Documents**

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

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

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public ProcurementRules 2004,i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

1. **Language of Bid**

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

2. **Documents Constituting the Bids**

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

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

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

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

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

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

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

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

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

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

3.1.8. Any other document required in the BDS.

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

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

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

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

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

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

3.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

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

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

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

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

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

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

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

5. **Forms of Bid**

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

6. **Bid Prices**

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

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

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

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

6.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,
The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

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

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

Conditions of Contract.

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

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

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

7. **Currencies of Bid and Payment**

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

8. **Documents Comprising the Technical Proposal**

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

9. **Bid Validity Period**

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

9.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 ofthe Public ProcurementRules, 2004.

10. **Bid Security or Bid Securing Declaration**

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

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

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

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

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

10.2.2. A cashier's or certified cheque; or

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

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

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

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

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

10.6.1. The expiry of the Bid Security;

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

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

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

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

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

10.8.1. if a Bidder:

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

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

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

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

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

11. **Withdrawal of Bids**

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

12. **Format and Signing of Bid**

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

D. SUBMISSION OF BIDS

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

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

2. **Deadline for Submission of Bids**

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

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

3. **Substitution and Modification of bids**

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

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

E. OPENING AND EVALUATION OF BIDS

1. **Opening of Bids**

1.1. The Procuring Agency will open bids in accordance with Rule 28ofthe Public ProcurementRules, 2004and as specified in the BDS.

2. **Confidentiality**

2.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

3. **Clarification of Bids**

3.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31ofthe Public ProcurementRules, 2004.

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

3.2.1. evaluation & qualification criteria;

3.2.2. required scope of work;

3.2.3. contract price;

3.2.4. all securities requirements;

3.2.5. tax requirements;

3.2.6. terms and conditions of bidding documents.

3.2.7. change in the ranking of the bidder

4. **Preliminary Examination of Bids**

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

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

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

4.1.3. has been properly signed;

4.1.4. is accompanied by the required securities; and

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

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

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

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

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

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

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

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

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

informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

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

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

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

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

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

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

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

5.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been accepted

by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

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

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

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

6. **Correction of Arithmetic Errors**

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

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

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

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

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

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

7. **Conversion to Single Currency**

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

8. **Evaluation of Bids**

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

8.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

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

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

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

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

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

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

Explanation:

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

9. **Domestic Preference**

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

10. **Determination of Successful Bid**

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

11. **Qualification of Bidder**

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

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

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

12. **Sub-Contractors**

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

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

13. **Abnormally Low Financial Bid**

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

Guidance for Procuring agency/Employer:

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

13.1.1. Comparing the bid price with the cost estimate;

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

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

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

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

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

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

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

F. AWARD OF CONTRACT

1. **Criteria of Award**

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

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

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

1.1.3. Successful negotiations have been concluded, if any.

2. **Negotiations**

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

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

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

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

2.1.4. finalizing payment arrangements;

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

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

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

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

4. **Notification of Award**

4.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35ofthe Public ProcurementRules, 2004.

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

(hereinafter and in the Contract called the "Contract Price).

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

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

5. **Signing of Contract**

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

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

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

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

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

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

6.2.1. certified cheque, cashier’s or manager’s cheque, or bank draft;

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

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

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

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

7. **Advance Payment**

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

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

8. **General Performance of the Bidders**

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

9. **Corrupt & Fraudulent Practices**

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

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

1. **Grievance Redressal**

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

H. MECHANISM OF BLACKLISTING

1. **Mechanism of Blacklisting**

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

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	**1.1**	Name of Procuring Agency:**Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North))** The subject of procurement is:**Procurement of Civil Works-02** Expected commencement date: **Monday, May 25, 2026**
2.	**2.1**	Financial year for the operations of the Procuring Agency:**2025-26** Name and identification number of the Contract: **P14687**
3.	**3.1**	JV/Consortium or AssociationAllowed: **Yes** Number of JV/Consortium Members: **02**
B. Bidding Documents		

4.	**6.2 & 6.4**	The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, April 20, 2026
5.	**7.2**	Any addendum, in case issued, shall be published on **Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**.

C. Preparation of Bids

6.	**8.1**	List of documents required along with the bid: 1. All requirements/provisions of NGC bidding documents including all forms of bid must be fulfilled & submitted by bidder with the bid
7.	**9.1**	The qualification criteria to establish the supply / production capability of the bidder. *see Eligibility Criteria*
8.	**11.2**	**Works and Their relateddocuments:** *See section Required Scope of Work*
9.	**11.1**	Price schedule will be provided according to the format defined and acquired. *see section price schedule.*
10.	**11.4**	**Specifications:** *see section of specifications.*

11.	**11.5 & 13.5**	The price shall be **Fixed**. The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.
12.	**14.1**	Currency of the Bids shall be : **PKR**
13.	**16.1**	The Bids/Bid Validity period shall be: **178 Days**
14.	**17.1**	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
15.	**17.2**	The Bid Security shall be in the form of: **Call at Deposit, Bank Guarantee**
16.	**15.1**	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		
17.	**18.1 & 21.1**	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; **220 kV Grid Station NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Monday, April 27, 2026 11:00 AM**

E. Opening and Evaluation of Bids

18.	**24.1**	The Bids opening shall take place on **EPADS v2.0**. Day *:* ***Monday*** Date:***April 27, 2026*** Time *:* ***11:30 AM***
19.	**30.2**	Selection technique adopted will be: **Least Cost Based Selection (LCBS)** *see Evaluation Criteria*

F. Award of Contract

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

G. Review of Procurement Decisions

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

Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship Partnership Firm Company (Private Limited)	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) SECP PEC

Eligibility Criteria	Document
Audited Financial Statement (AFS) for last 03 years	Yes
The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Technical Marks	100
Passing Marks	**60**
Construction Experience	

Construction Experience above 10 Years (Quantitative)(Doc Required) Above 10 Years **(30)** Upto 05 Years **(25)** Upto 03 Years **(20)**	30
Technical Staff (Quantitative)(Doc Required) 03 No. Civil Engineers with Valid PEC License having 03 years of relevant experience **(10)** 02 No. Civil Engineers with Valid PEC License having 03 years of relevant experience **(8)** 01 No. Civil Engineers with Valid PEC License having 03 years of relevant experience **(5)**	10
Machinery (Quantitative)(Doc Required) Concrete Mixer, Vibrator, Scaffolding, Shuttering, Frames **(10)** Vibrator, Scaffolding, Shuttering, Frames **(8)** Scaffolding, Shuttering, Frames **(5)**	10
02 No. Similar Projects (having each project value at least equal to Bid Cost Completed in Last 10 Years (Quantitative) (Doc Required)	30
Minimum Average Annual Turnover at least equal to 50% of Bid Cost (Quantitative)(Doc Required)	10
Total Cash Flow Requirement to be Considered at least equal to 25% of Bid Cost + 25 % of Bidder Commitments (Quantitative)(Doc Required)	10

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
1. Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 150 Days Quantity: 1	1	100000
2. Construction of fire protection walls between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 150 Days Quantity: 1	1	350000
3. Construction of fire protection walls between Auto transformers at 220kV Grid Station NGC, Kassowal.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 150 Days Quantity: 1	1	100000

Job	Delivery Schedule	Quantity	Bid Security
4. Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 150 Days Quantity: 1	1	100000
5. Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	100000
6. New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 175 Days Quantity: 1	1	350000
7. Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 175 Days Quantity: 1	1	1000000

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Job	Delivery Schedule	Quantity	Bid Security
8. Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 120 Days Quantity: 1	1	60000
9. Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 120 Days Quantity: 1	1	100000
10. Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 120 Days Quantity: 1	1	100000
11. Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 120 Days Quantity: 1	1	60000

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Job	Delivery Schedule	Quantity	Bid Security
12. Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	30000
13. Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	60000
14. Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 120 Days Quantity: 1	1	125000
15. Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	30000

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Job	Delivery Schedule	Quantity	Bid Security
16. Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	60000
17. R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	25000
18. R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	90000
19. R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 120 Days Quantity: 1	1	75000

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Job	Delivery Schedule	Quantity	Bid Security
20. Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 120 Days Quantity: 1	1	110000
21. Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	60000
22. Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	35000
23. D-1 Block # 4 Wapda Town Lahore	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	50000

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Job	Delivery Schedule	Quantity	Bid Security
24. C-04 , 220 kV GS, NKLP Lahore	Address: NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 90 Days Quantity: 1	1	25000

Related Services :

No

Work Specifications and Market Rates

Jobs Without Lots :

Job: 1. Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.

Specifications / Requirements:

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Removing and stacking gravels with in 30 m	Cum	7.09	156.47	1,109.00

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
2	2	Excavation in foundation of buildings, bridges and 1 other structures including dibbling dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m. 1,b) In ordinary soil.	Cum	70.02	710.07	49,719.00
3	3	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. Ratio 1:4:8	Cum	2.66	16,256.82	43,243.00
4	4	Reinforced concrete cement work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of forms moulds; shuttering, lifting curing, rendering and finishing the exposed surface (including screening and washing of shingle) In-situ in roof slabs, beams, columns, rafts, lintels and structural other members complete in all respect. (1:1½:3)	Cum	36.69	43,069.35	1,580,214.00
5	4(i)	Add extra labour for R.C. concrete in 2nd and subsequent stories.	Cum	4.80	2,621.19	12,582.00
6	5	Supplying and fabrication of Intermediate grade deformed reinforcement for R.C.C. in slabs, beams, columns and pile caps, including cutting, bending laying in position including cost of binding wire;	KG	4,160.700	457.03	1,901,558.00

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
7	6	Providing and laying 02 coats of hot plastic bitumen(PB-03 or PB-04) coating to plastered or cement concrete surface using 1.0 kg/sqm per coat.	Sqm	72.95	473.28	34,526.00
8	7	Re-handling of gravel work or excavated rock lead upto 30 m.	Cum	6.45	654.84	4,220.00
					GRAND TOTAL:	Rs3,627,171.00

Job: 2. Construction of fire protection walls between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.

Specifications / Requirements:

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Removing and stacking gravels with in 30 m	Cum	24.88	156.47	3,893.00
2	2	Excavation in foundation of buildings, bridges and 1 other structures including dibbling dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m. 1,b) In ordinary soil.	Cum	245.69	710.07	174,457.00

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
3	3	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. Ratio 1:4:8	Cum	9.33	16,256.82	151,676.00
4	4	Reinforced concrete cement work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of forms moulds; shuttering, lifting curing, rendering and finishing the exposed surface (including screening and washing of shingle) In-situ in roof slabs, beams, columns, rafts, lintels and structural other members complete in all respect. (1:1½:3)	Cum	120.12	43,069.35	5,173,490.00
5	4(i)	Add extra labour for R.C. concrete in 2nd and subsequent stories.	Cum	8.40	2,621.19	22,018.00
6	5	Supplying and fabrication of Intermediate grade deformed reinforcement for R.C.C. in slabs, beams, columns and pile caps, including cutting, bending laying in position including cost of binding wire;	Kg	14,044.190	457.03	6,418,594.00
7	6	Providing and laying 02 coats of hot plastic bitumen(PB-03 or PB-04) coating to plastered or cement concrete surface using 1.0 kg/sqm per coat.	Sqm	248.74	473.28	117,724.00
8	7	Re-handling of gravel work or excavated rock lead upto 30 m.	Cum	24.81	654.84	16,249.00

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
					GRAND TOTAL:	Rs12,078,101.00

Job: 3. Construction of fire protection walls between Auto transformers at 220kV Grid Station NGC, Kassowal.

Specifications / Requirements:

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs)
1	1	Removing and stacking gravels with in 30 m	Cum	5.40	156.4724	845
2	2	Excavation in foundation of building, bridges and other structures including dibbing dressing, refilling around Structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m. In ordinary soil.	Cum	62.10	710.0708	44,095
3	3	Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:3:6	Cum	2.70	18350.2488	49,546

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs)
4	4	Reinforcement cement concrete work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rates also includes all kinds of forms moulds; lifting shuttering, curing, rendering and finshing the exposed surface (including screening and washing of shingle).a) In-situe in roof slabs, beams, columns, rafts, lintels and other structural members complete in all respect. Ratio 1:1.5:3,Fair faced flaelessly smooth (without shuttering mark)	Cum	40.22	43069.35	1,732,249
5	5	Extra labour for laying concrete plain or reinforced. A) Above 6 upto 12m height.	Cum	7.88	2621.194	20,655
6	6	Supplying and fabrication of intermediate grade deformed reinforcement for R.C.C. piles including cutting, bending, laying in position, welding and fastening including cost of binding wire; 60,000 psi (420 Mpa) yield	kg	2520.14	471.83	1,189,078
7	7	Two coats of bitumen laid hot using 1.66kg. Per sqm over roof & blinded with sand at 0.003 cum per sqm.	sqm	62.89	667.7308	41,994
8	8	Weather shield paint on new surface 3 coats	sqm	136.11	601.9704	81,934
9	9	Sulphate resisting cement	Bag	135.00	145.0812	19,586
10	10	Re-handling of gravel work or excavated rock lead upto 30 m.	Cum	5.08	654.878	3,325

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs)
					GRAND TOTAL:	Rs3,183,307.00

Job: 4. Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.

Specifications / Requirements:

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs)
1	1	Removing and stacking gravels with in 30 m	Cum	5.40	156.47	845
2	2	Excavation in foundation of buildings, bridges and 1 other structures including dibbling dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m. 1,b) In ordinary soil.	Cum	62.10	710.07	44,095
3	3	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. Ratio 1:3:6	Cum	2.70	18350.25	49,546

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs)
4	4	Reinforced concrete cement work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of forms moulds; shuttering, lifting curing, rendering and finishing the exposed surface (including screening and washing of shingle) In-situ in roof slabs, beams, columns, rafts, lintels and structural other members complete in all respect. (1:1½:3) fare faced flaelessly smooth (without shuttring mark)	Cum	40.22	43069.35	1,732,249
5	5	Extra Labour for laying Concrete plain or reinforced (A) above 6 upto 12m height	Cum	7.88	2621.19	20,655
6	6	Supplying and fabrication of Intermediate grade deformed reinforcement for R.C.C. in slabs, beams, columns and pile caps, including cutting, bending laying in position including cost of binding wire; 60000 psi (420 Mpa) Yield	Kg	2520.14	471.83	1,189,078
7	7	Two coats of bitumen laid hot using 1.66kg per SQM over roof & Blindied with sand at 0.003 Cum per sqm	Sqm	62.89	667.73	41,994
8	8	Weather Shield paint on new surcace 3 coats	Sqm	136.11	601.97	81,934
9	9	sulphate resisting cement	Sqm	135.00	145.08	19,586
10	10	Re-handling of gravel work or excavated rock lead upto 30 m.	Cum	5.08	654.88	3,325
					GRAND TOTAL:	Rs3,183,307.00

Job: 5. Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.

Specifications / Requirements:

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Dismentling bricks or concrete flooring.	Sqm	321.19	168.81	54222
2	2	Dismentaling brick work in cement morter	Cum	9.24	2770.93	25603
3	3	Excavation in foundation of buildings, bridges and other structures including dibbing dreesing, refilling around structure with excavated earth watering and ramming lead upto 30m and lift upto 1.5m	Cum	26.28	710.07	18661
4	4	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. (1:4:8)	Cum	4.15	16256.82	67466
5	5	Supplying and fabrication of intermediate grade deformed reinforcementfor R.C.C in slabs, beams, columns and pile caps, including cutting, bending laying in position including cost of binding wire. 60000 Psi	Kg	447.99	471.83	211375
6	6	Reinforcement cemennt concrete work using coarse sand exept the cost of steel reinforcement and its labour for bending and binding. This rate also include all kind of form moulds; lifting shuttering, curing rendering and finishing the expose surface (including screening and washing of shingle). Ratio 1:2:4	Cum	15.31	43069.35	659392

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs.)
7	7	Fabriction, erection, fixing and installation of car shed of 5 ply fiber Glass sheet with steel structure made of 3'' dia M.S angles 1.5''x1.5''x 3/16" 1/2"x1/2" square grills along with painting complete in all respect as per NTDC desgin office drawing No. PDW-TB-2464 (Payment shall be made for the covered area)	Sqm	95.17	13287.80	1264600
8	8	Cement concrete plain including placing, compacting finishing and curing complete (incuding screening and washing of stone aggregate) without shuttering. Ratio 1:2:4	Cum	0.07	20451.77	1432
9	9	brick work in foundation and plinth in 1:5 cement sand mortar.	Cum	9.24	19558.39	180720
10	10	Cement plaster in (1:3) 1st floor height 13mm.	Sqm	409.50	655.62	268477
11	11	Providing and laying Tuff Tile over 100mm thick sand complete.	Sqm	80.30	2074.39	166574
12	12	Providing and laying Tuff Tile over 100mm thick sand complete. (Labour Rate)	Sqm	240.88	256.00	61665
13	13	Providing & Fixing Sign Posts	Nos	4.00	19893.66	79575
					GRAND TOTAL:	Rs3,059,762.00

Job: 6. New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.

Specifications / Requirements:

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Dismanteling and removing road mettaling.	Cum	23.721	1,309.66	31,067
2	2	Dismanteling brick or concrte flooring.	Sqm	986.530	168.81	166,541
3	3	Excavation of trenches for water supply lines in all kinds of soil, hard, average or soft upto 1.5m depth from ground level, including trimming, dressing side, leveling the bed of trench to correct grades and cutting in pits for joints.	Cum	1419.090	589.57	836,653
4	4	Supplying and filling sand under floors or plugging in wells.	Cum	268.093	2,699.31	723,665
5	5	Construction of sluice valve or fire hydrant chamber 610x610mm minimum size, 230mm thick brick work 1:5 cement sand mortar, 114mm thick 1:4:8 cement concrete in foundation 50mm thick 1:2:4 cement concrete in bed, 75mm 1:2:4 RCC slab on top and 13mm thick 1:3 cement sand plaster inside.	Nos.	30.000	37,397.40	1,121,922
6	6	Cement concrete plain including placing, compaction, finishingh and curing complete (including screening and washing of stone aggregate without shuttering) ratio 1:2:4.	cum	5.460	20,451.77	111,667

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
7	7	Providing, laying, jointing & Testing of HDPE, PE-100, PN-16 pipes & specials in trenches except flanges. Vetted rate Manager Civil Letter No. 270 dated 05/2020. (50mm O/d)	Meter	1200.000	615.26	738,317
8	9	Providing, laying, jointing & Testing of HDPE, PE-100, PN-16 pipes & specials in trenches except flanges. Vetted rate Manager Civil Letter No. 270 dated 05/2020 (110mm O/d)	Meter	640.000	2,139.75	1,369,438
9	10	Providing, laying, jointing & Testing of HDPE, PE-100, PN-16 pipes & specials in trenches except flanges. Vetted rate Manager Civil Letter No. 270 dated 05/2020 (160mm O/d)	Meter	1070.000	4,448.97	4,760,399
10	12	Providing and fixing socketed or flanged sluice valve complete in all respects with internal diameter (100mm)	Each	10.000	10,931.42	109,314
11	13	Providing and fixing hard brass or gun metal peet valves heavy pattern with hand wheel on G.I or W.I pipelines laid in ground or inside building for inner diameter 32mm.	Each	110.000	2,846.57	313,123
12	14	Providing and fixing hard brass or gun metal peet valves heavy pattern with hand wheel on G.I or W.I pipelines laid in ground or inside building for inner diameter 50 mm.	Each	20.000	6,177.73	123,555

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
13	15	Turfing slopes of banks or lawns with grass sods including plugging, laying, setting and watering (turf got from within a distance of 10kms and maintenance for 15 days).	Sqm	77.415	799.52	61,895
14	16	Providing & fixing ferrules including drilling & tapping pipelines and screwing in ferrules & connections with internal diameter 25mm	Nos.	130.000	1,778.88	231,255
15	17	Providing and fixing C.I. man hole cover 450mm internal dia with frame.	Nos.	30.000	2,993.14	89,794
16	18	Providing, laying, jointing and testing heavy water or steam quality Pipes and specials inside building and trenches with internal diameter			-	-
17	i	(From Turbine room to overhead tank)100mm dia	Meter	50.000	5,073.38	253,669
18	ii	50mm dia	Meter	10.000	2,397.20	23,972
19	19	P & Fixing water guage	Nos.	1.000	15,153.08	15,153
20	20	Providing, laying, testing and commissioning of PPRC water supply pipe made of (Master/Dadex /Popular) with PN-20 i/c cost of solvent, specials, making jharries complete in all respects as approved and directed by Engineer Incharge 32mm	Nos.	1950.000	559.12	1,090,284
21	21	Providing & fixing socketed or flanged sluice valve complete in all respects with internal diameter			-	-

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
22	i	a. 100mm dia	Nos.	3.000	10,931.42	32,794
23	ii	b. 50mm dia	Nos.	1.000	6,332.80	6,333
24	22	Providing and fixing reflux valve 100mm i/dia	Nos.	1.000	3,918.28	3,918
25	23	P & Fixing flanges to G.I or W.I pipes i/c all bolt, nuts, washers & gasket etc 100mm i/dia.	Nos.	8.000	5,992.58	47,941
					GRAND TOTAL:	Rs12,262,669.00

Job: 7. Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.

Specifications / Requirements:

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Excavation in foundation of buildings, bridges and other structures including dag-belling dressing refilling around structure with excavated earth, watering and ramming lead up to 30m and lift up to 1.5 meter in hard soil	cum	105.167	710.0708	74676

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
2	2	Cement concrete plain including placing, compacting finishing and curing complete (including screening and washing of stone aggregate) with out shuttering 1:4:8	cum	64.823	16256.82	1053816
3	3	Reinforced cement concrete work using course sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of forms moulds, lifting shuttering curing, rendering and finishing the exposed surface (including screening and washing of shingle). a) In situ in roof slabs, beams, columns rafts, lintels and other structural members complete in all respects i. 1:1.5:3	cum	53.828	43069.35	2318337
4	4	Extra labour for laying concrete plain or reinforced. A) above 3m upto 12m height	Cum	5.771	2621.194	15127
5	5	Brick work in foundation and plinth in Cement sand mortar. Ratio 1:4	cum	72.925	20011.5776	1459344
6	6	P/F HMS Grill Hollow Section 16 SWG	Sqm	23.597	6253.56	147565
7	7	Bricks work in ground floor (including striking of joints) in Cement sand mortar 1:4	cum	112.557	21404.5172	2409228

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Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
8	7B	Bricks work in first floor (including striking of joints) in Cement sand mortar. Ratio: 1:4 Extra Labour for first Floor.	cum	16.931	22313.2844	377786
9	8	P/L 50 mm (2") thick expended polystyrene Foam (Jambolon Sheet with Maximum density complete in all respects	Sqm	134.215	2970.76	398721
10	9	Damp proof course with cement, sand and shingle concrete (1:2:4) including 02 coats of asphlatic mixture. (40mm thick)	Sqm	69.313	1504.462	104279
11	10	Vertical damp proof course of 20 mm thick cement plaster 1:2 with bitumen at 1 kg per sqm.	Sqm	28.310	1198.6048	33933
12	11	Filling watering and ramming earth under floors with new earth (excavation from outside) lead upto 30 m and lift upto 1.5 m.	cum	240.592	623.3028	149962
13	12	Supply and filling sand under floors of plugging in wells	cum	28.360	2699.3084	76552
14	13	Supply and erection of 457 mm (18") sweep bracket fan including wiring with 1/1.13 mm (3/.029) PVC wire, fixing of blade etc. as required.	Each	6.000	8658.2632	51950
15	14	P/F, Ceiling cassette fan (2'x2') complete in all respect (Royal, GFC or equvailent)	Each	8.000	17052	136416

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
16	15	Providing and fixing double aluminium window (Openable) with fly shutter 16SWG / 1.6mm section (Thermal Breaker) shampean or any other colour with outer Pane generic LOW -E Tinted 6mm (Emirates Glass American or equivalent) inner pane of generic clear 6mm (Tempered Double Glazed with Ghani Value Glass or equivalent) with Argon Gas fill (13mm) including Wire Gauze opening Panel including locking arrangements complete in all respects.	Sqm	23.597	92777.96	2189282
17	16	Polythine sheet 0.2 mm thick laid over two coats of bitumen using 1.66 kg bitumen hot per sqm over floors & DPC etc.	Sqm	226.421	136.0912	30814
18	17	P/L 75 mm (3") thick expended polystyrene Foam (Jambolon Sheet with Maximum density complete in all respects	Sqm	226.421	4131.92	935553
19	18	Brick tiles 225 x 113 x 38mm laid over 100mm earth & 25mm mud plaster grouted with cement sand 1:3 on top of RCC roof slab provided with 1.75 kg. bitumen coating sand blinded.	Sqm	226.421	2394.7504	542222
20	19	Cement Plaster 1:4 upto ist floor height 13 mm thick.	Sqm	1139.394	631.1908	719175

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
21	20	Cement Plaster 13mm thick in Cement Mortar 1:4 (Add 5% extra for 1st floor)	Sqm	227.463	662.7544	150752
22	21	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. 1:2:4	cum	12.227	20451.7744	250064
23	22	Flooring comprising of first class Granite glazed tiles with 13 mm thick white bond cement.	Sqm	20.721	5971.6104	123738
24	23	Glazed tiles dado 6mm thick jointed in white cement and laid over 1:2 cement sand mortar 20mm thick including finishing. White	Sqm	71.860	6428.0704	461921
25	24	Providing and installation of marble slab on stairs and entrance 18mm thickness i/c polishing, finishing complete in all respects	Sqm	59.910	6895.04	413082
26	25	Supply & installation of tiles on floor and skirting (Glazed, full body, 600x600mm Grade-I)	Sqm	251.050	4286.2	1076051
27	26	Providing and applying rock wall on plaste surface best quality complete in all respects as approved by the engineer incharge.	Sqm	350.510	673.96	236230

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Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
28	27	Supplying and fabrication of intermediate grade deformed reinforcement for R.C.C in slabs beams columns and pile caps including cutting, bending laying in position including cost of binding wire 60000 psi	kg	6997.680	471.83	3301715
29	28	Providing & fixing wardrobe as per standard, design of WAPDA residences.	Sqm	11.620	10571.022	122835
30	29	Providing and fixing kitchen cabinet in Floor	Sqm	4.650	12258.59	57002
31	30	Providing and fixing kitchen cabinet in wall	Sqm	4.819	14305.1664	68937
32	31	Painting new surface preparing surface and painting of doors and windows any type i/c edges (3-Coats.)	Sqm	47.194	429.9076	20289
33	32	Making house outlet connection including cutting and forming parnalas and making khuras	each	6.000	1266.8012	7601
34	33	Providing, lowering & laying into trenches jointing and testing PVC class 'D' pipe line with specials for inter Ø:	m	27.431	4124.9948	113153
35	34	Proving & Fixing Flush door leaf as per CDO standard drawing.	sqm	22.119	10560.7792	233594
36	35	Providing, preparing surface & applying 3 coats of approved type of plastic emulsion paint to plastered surface as per manufacturer's specifications.	Sqm	592.802	1068.708	633532

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
37	36	Supply and fixing of fancy type stainless steel chromium plated 2" dia pipes stair railing 3/4" dia pipe fixed on specified space on steps in horizontal positions, complete in all respects	Meter	13.411	7536.52	101072
38	37	Providing, lowering & laying into trenches jointing and testing PVC class 'B' pipe line with specials for			0	0
39		100mm for bath drain	Meter	160.000	2770.9152	443346
40		75mm	Meter	40.000	1834.2152	73369
41	38	Providing and fixing steel doors without grill work on outer face of the door as per approved design of the Engineer Incharge.	Sqm	4.552	25492.044	116040
42	39	Providing, lowering, jointing, laying and testing of High Density Polyethylene Pipe (HDPE) pipeline Pn-10/3Dr-17 into trenches including specials (all neccessary accessories required for lowering, jointing, laying, testing and placing of HDPE Pipe) complete in all respects.	Meter	90.000	574.2	51678
43	40	Providing, laying, testing and commisioning of PPRC water suply pipe made of (Master/Dadex/Popular) with PN-20 i/c cost of solvent, special, making jharries complete in all respect as approved and directed by Engneer Incharge			0	0

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
44	41	25mm	Meter	90.000	349.16	31424
45	42	32mm	Meter	50.000	559.12	27956
46	43	P/F hard brass or gunmetal peet valves heavy pattern with hand wheel on G.I or W.I pipe lines laid in the ground or inside buildings for dia meter			0	0
47	44	25mm	Each	10.000	2286.3368	22863
48	45	32mm	Each	4.000	2846.5704	11386
49	46	Providing and Fixing White Vanity Bowl i/c marble top and allied fitting and fixture etc complete in all respects	Each	4.000	37657.08	150628
50	47	S Trap 102mm i/d china-ware (Pak Made).	Each	4.000	870.116	3480
51	48	Floor trap 100mm x50mm (i/c 50mm concrete chamber all-round) with C.P grating	Each	8.000	1341.482	10732
52	49	Gully trap 100mm diameter of cement concrete (including 305mm x 305mm masonry chamber and C.I. grating 150mm x 150mm)	Each	10.000	6415.6004	64156
53	50	P/F white glazed earthenware water closet squatting type domestic Indian pattern of best quality (PORTA D70 Standard or equivalent)	Each	4.000	7995.88	31984

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
54	51	P/F white glazed earthen ware water closet European type domestic of best quality (PORTA H=257 or equivalent)	Each	4.000	30128.68	120515
55	52	Low level flushing cistern 13.5 liters capacity best quality plastic	Each	4.000	5289.3332	21157
56	53	Providing and fixing chromium plated Shower set 2 Nos. C.P. stop cock, 1 No. C.P. bib cock inclduing CP mixing valve, 03 Nos. CP tee stop cocks, CP double bib cock, CP waste coupling, 03 Nos. connections 13mm, CP muslim shower, ete complete in all respect. (made Sleeka Bath Set Faisal Model # 5607 or equivalent).	Each	4.000	50859.04	203436
57	54	P/F washroom accessories set including CP towel rail 600mmx20mm, CP towel ring, 150mm, 02Nos CP soap dishes, CP tumber holder, CP toilet paper holer, looking glass 500mmx400mm without frame, glass shelves 600mmx125mm with CP brackets etc complee in all respet (made Faisal Elegant Sleek Model or Equivalent)	Each	4.000	17720.16	70881
58	55	p/f C.I Man hole cover 450 mm dia with frames	Each	4.000	2993.1364	11973
59	56	P/F, electric Geyser Instant 15 ltr capcity Canon or Equivalent complete in all respect	Each	6.000	27250.9056	163505

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
60	57	Providing and fixing of distribution board three phase 200 Amps. 400 volts 12 ways per phase with I/C breaker 6-30 Amps and N link volt metre ampere metre selector switches, C.T's. indication light on each phase on surface board.	Each	2.000	169819.2788	339639
61	58	Wiring mains with 3-1/7/1.04 (7/.044) PVC insulated wire 660 volts grade in 25 mm PVC conduit recessed in the wall as required.	Meter	156.000	885.9036	138201
62	59	Wiring mains with 2-1/7/.085 (7.036) PVC insulated wire in 25mm PVC Conduit recessed in the wall as required	Meter	180.000	427.2628	76907
63	60	Wiring mains with 2-1/1.78(7/0.029)PVC insulated wire in 19.1mmPVC Conduit recessed in the wall as required	Meter	120.000	535.8272	64299
64	61	Wiring light or fan point with 1/1.13 (3.029) PVC insulated wire in 19.1mm, 1.50mm thick PVC conduit recessed in the wall or column complete with switch plastic plate ceiling rose/batten holder	Each	90.000	3851.6408	346648
65	62	Wiring 3/5 pin 5 Amps. Wall socket point with 1.13 mm PVC insulated wire and 2.5 mm PVC insulated earthing conductor in 19.1 mm PVC Pipe recessed in wall/column complete with switch socket etc	Each	12.000	3635.1848	43622

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
66	63	Supply and erection of ceiling fan including wiring of down rod with 1/1.13mm (32/029) PVC wire, fixing of regulator, blade, canopy etc. 56"	Each	4.000	11086.7464	44347
67	64	S/E ACPS exhaust fan 455mm (18") metal body best quality i.e royal, GFC, Pak etc including butter fly shutter	Each	6.000	10255.9776	61536
68	65	Providing and installation of earthing set by making 5" bore up to 25' length with copper patti (25mm x 5mm) 8' length and 16mm copper wire including earthing chemical complete in all respect.	Each	2.000	60419.76	120840
69	66	Providing & fixing hard drawn bare copper wire 5.4 mm2 (12 S.W.G) as earth continuity conductor with any given mains or sub-main in all system of wiring.	Meter	60.000	67.0712	4024
70	67	Wiring 2-Pin plug control point on board with 1.13(3/.029)PVC insulated wire in 19.1mm 1.50mm thick PVC conduit recessed in the wall and column etc complete with switch and plug	Each	12.000	538.878	6467
71	68	Wiring call bell with 1/1.13 (3/.029) PVC insulated wire in 19.1 mm (3/4")PVC conduit recessed in the wall or column complete with buzzer push and 3m flexible wire 23/0076 Twin	Each	2.000	6555.3108	13111

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
72	69	P/F flush type 2-Pin 5 Amps S.P.Plug socket on already fixed board.	Each	12.000	146.6008	1759
73	70	P/F surface type 3-Pin 15 Amps S.P.Plug socket and switch as replacement complete with board	Each	20.000	216.456	4329
74	71	P/F brass bracket 229 mm size fitted with bras lamp holder and 254mm E.I Shade	Each	12.000	794.1708	9530
75	72	Stainless steel sink 50cmx125cm	Each	2.000	12672.6752	25345
76	73	Providing and fixing cooking range 3 burners / oven.	Each	2.000	50361.8176	100724
77	74	Providing & Installation of Roller Blinds on windows, complete in all respect.	Sft	256.000	406.464	104055
78	75	Excavation in open cutting for sewer and manholes as shown in drawing, dressing to correct section and dimension according to template and levels and removing surface water in all types of soil shingle, gravel and rock.	Cum	1155.000	572.7268	661499
79	76	Providing and laying 60mm Tuff paver having 7000PSI crushing strength over 75mm thick sand bed to required camber and grade complete in all respect by approved manufacturer. (M/s Izhar Pavers (PVT) Ltd or equivalent. (Grey)	Meter	39.119	2705.12	105822

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
80	77	Providing and placing in position in kerb stone300mm x 450mm x 150mm from izhar or equivalent of minimum 3000 psi strength including hunching (if required) complete in all respect.	Meter	68.881	951.2	65520
81	78	P/F split AC Gree invertor (heat and cool) -1.5 ton Model (18CITH13W) or equivalent with 20 Amp MCB complete in all respect.	Each	6.000	298055.04	1788330
82	79	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate sprawl, coal, lime, surkhi. Steel girders, M.S. Sheets, M.S. Bars etc. Or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means. (7km)	Per 3cum	240.592	344.7288	82939
83	80	P/F of down light 100mm /125mm (4"/5") dia complete in all respect	Each	52.000	1874.27	97462
84	81	P/F L-Shape sofa set interwood or equivalent	Each	2.000	287381.88	574764
85	82	P/F centre table interwood or equivalent	Each	2.000	58606.68	117213
86	83	Providing and installation jumbo refrigerator PEL or equivalent	Each	2.000	101315.56	202631

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
87	84	Providing, lowering laying into trenches and jointing cement concrete reinforced pipeline correct alignment grade including cutting of pipes where necessary cost of jointing material & testing with internal diameter: 225 mm	Meter	90.000	2499.858	224987
88	85	Bricks work other than building including striking of joints upto 3.0 m height in Cement sand mortar. Ratio: 1:4	Cum	6.626	20798.742	137812
89	86	Supplying steel chairs (Arms rest Type) with leather poshis Citizen / Boss or equvilant quality complete in all respect.	Each	6.000	17831.52	106989
90	87	Supplying Laminated wood table of M.D.F sheet (with 02 No. drawer and Cabin) best quality complete in all respect	Each	4.000	18096	72384
91	88	Providing, supplying and fixing of 500 Gallon HDPE water Tank (Food Graded)	Each	2.000	42413.08	84826
92	89	Providing and fixing brass ball float valve:- 3/4" (Chapter No. 19 Item 8-(ii) MRS-A-2-2021 Punjab)	Each	2.000	377	754
93	90	Providing and fixing door lock natural anodized & door closer	Each	8.000	19661.2576	157290
94	91	Termite proofing with approved chemicals. i) Pre Construction:	Sqm	493.628	391.3608	193187

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
95	92	False Ceiling comprising of 3/4" thickmess plaster of pairs sheet of required size in approved design with one line of 4" wide niche all round. Hanging with copper wire (16 SWG) duly enriched with POP the cost of Markiting space for rope light /screw making hole for lights and rawal plug complete in all respect as approved and directed by engineer incharge.	Sqm	206.470	1669.24	344647
96	93	Fabrication, erection, fixing and installation of Car for Shed of 5 ply fiber glass sheet with steel structure divided made of 18 gauge square tube 32 x 32 mm side equal size bracing for sheet with MS panels flat 25 x 3 mm and 75 mm and 16 gauge vertical post complete in all respect.	Sqm	53.512	11433.3196	611820
97	94	P/F, Smart LED T.V 40" Latest model (Samsung or Equivalent) complete in all respect.	Each	6.000	105491.56	632949
98	95	P/F, Wooden bed (Single) with 01 No. side table (Interwood)	Each	8.000	62640	501120
99	96	P/F, Microwave oven (Dawlance 133G 30L Complete in all respect	Each	2.000	54288	108576
100	97	P/F, of signature kitchen hood curved / touch BH-03complete in all respect	Each	2.000	53766	107532

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
101	98	Providing Visitor Chairs (Model Boss B-348 real time ergonomic mesh chair B-514 shell with U-Base) or Equivalent	Each	8.000	17831.52	142652
102	99	P/F, Mattress size 78"x42" thickness 4" complete in all respects (Molty foam or equivalent)	Each	8.000	22272	178176
					GRAND TOTAL:	Rs31,034,079.00

Job: 8. Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.

Specifications / Requirements:

Sr. No	REPAIR & MAINTENANCE OF 132kV GIS HALL AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.	
1	Sr No	Amount (Rs.)
2	1	5026
3	2	2058
4	3	43371
5	4	208573
6	5	56567
7	6	353810
8	7	58840

Sr. No	REPAIR & MAINTENANCE OF 132kV GIS HALL AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.	
9	8	148023
10	9	1190715
		Rs2,066,983.00

Job: 9. Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.

Specifications / Requirements:

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs)
1	1	Dismantling cement concrete wash room floor(1:2:4)	Cum	0.15	7171.91576	1,076
2	2	Removing cement plaster	Sqm	19.97	79.7616	1,593
3	3	Cement plaster in ratio 1:4 up to ist floor height 20mm thick	Sqm	19.97	631.19312	12,605
4	4	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering Ratio 1:2:4.	Cum	0.15	20451.77556	3,068
5	5	Providing & installing PVC class 'B' blind pipe of following diameter into tubewell bore hole including sockets & solution 100mm dia.	Meter	10.00	2228.13496	22,281

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs)
6	6	P/L, Jointing and testing and commissioining of PPRC 32mm dia water supply pipes & Specials inside building & trenches with internal diameter Made of (Dadex /Master /Popular) with PN-20 i/c cost of solvent, specials, Making Jharries complete in all respect	Meter	18.29	559.12	10,226
7	7	P/L, Jointing and testing and commissioining of PPRC 25mm dia water supply pipes & Specials inside building & trenches with internal diameter Made of (Dadex /Master /Popular) with PN-20 i/c cost of solvent, specials, Making Jharries complete in all respect	Meter	30.48	349.16	10,642
8	8	Providing and fixing white glazed earthen ware water closet European type domastic of best quality complete in all respect (PORTA D70 standard or equelanerate	Each	1.00	30128.68	30,129
9	9	White glazed earthen ware water closet squatting type domestic indian pattern of best quality	Each	1.00	7995.88	7,996
10	10	Low level flushing cistern 13.5 litres capacity best Quality	Each	2.00	5289.3274	10,579
11	11	White glazed earthen ware wash hand basin domestic of supreme quality	Each	2.00	4386.99704	8,774
12	12	White glazed earthen ware pedestal for wash basin domestic of supreme quality	Each	2.00	3559.95996	7,120

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs)
13	13	P/F, Chromium plated shower set 13mm complete with C.P. arm, 2 Nos. C.P. stop cock 1 No. C.P. bib cock & 1 No. C.P. shower i/c C.P Mixing valve for wash basin, 03 No. Stopcocks, C.P double bib cock, C.P waste coupling, 03 No. connection 13mm, C.P Muslim shower, etc complete in all respect (Faisal, Sleek, Model or equivalent)	Each	2.00	42518.64	85,037
14	14	P/F, Wash room accessories set including C.P towel rail 600mm x 20mm C.P towel ring 150mm 02 No. C.P soap dishes, C.P Tumbler holder, C.P toilet paper holder, looking glass shelves 600mm x 125mm with c.p brackets etc complete in all respect (Made Faisal, elegant, sleek model or equilent)	Each	4.00	17720.16	70,881
15	15	P. Trap C.P diameter 40mm	Each	4.00	3529.42644	14,118
16	16	Floor trap 100mmx50mm (including 50mm concrete chamber all round	Each	4.00	1341.48084	5,366
17	17	Wiring light or fan point with 1/1.13 (3.029) PVC insulated wire in 19.1 mm , 1.50 mm thick PVC conduit recessed in the wall or column complete with switch plastic plate ceiling rose/batten holder	Each	40.00	3851.64312	154,066
18	18	P/F, connecting surface type 2 pin 5Amp S.P Plug socket as replacement on board	Each	48.00	150.55292	7,227

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs)
19	19	P/F, surface type 3 pin 15 Amp S.P Plug socket and switch as replacement complete with board.	Each	32.00	851.53744	27,249
20	20	Flooring comprising of glazed tiles 6mm thick laid in white cement mortar 1:2 over 20mm thick cement mortar 1:2 complete Colored	Sqm	31.90	6077.42676	193,870
21	21	Glazed tiles dado 6mm thick jointed in white cement & laid over 1:2 cement sand mortar 20mm thick including finishing colored	Sqm	20.02	6428.0762	128,690
22	22	P&I, of cassette roller blinds with all fittings accessories on window complete in all respect	Sft	100.00	522.464	52,246
23	23	Cement pointing flush upto 1st floor height in ratio 1:3	Sqm	477.63	587.7024	280,704
24	24	Brick tiles 225x113x38mm laid over 100mm earth & 25mm mud plaster grouted with cement sand 1:3 on top of RCC roof slab provided with 1.75kg bitumen coating sand blinded.	Sqm	44.25	2394.74692	105,965
25	25	Scraping ordinary distemper, oil bound distemper, or paint on wall	Sqm	1646.70	147.93248	243,600
26	26	Distempering Two coats over and i/c cost of priming coat	Sqm	3293.57	251.3836	827,949
27	27	Weather shield paint two coats old surface	Sqm	628.96	413.73604	260,223
28	28	Painting doors and windows any type	Sqm	1430.05	609.43036	871,516

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs)
29	29	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi. Steel girders, M.S. sheets, M.S. Bars etc. or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means. Lead 03 Km	per 3 cum	0.15	462.98036	69
30	30	Looking glass 550mm x 400mm size 1st quality (without frame): b	Each	6.00	2045.33056	12,272
31	31	P/L, of water dispencer with hot & Cold taps including mini-refrigerator (Pel-215 Model)	Each	2.00	40228.8	80,458
32	32	Supply, installation connection testing and commissioning of 09w (4") LED (SMD) down light fixture suitable to fix in false ceiling as per instructionof engineer, surface mounted circle shape or equivalent (Philips or equivalent)	Each	80.00	1750.44	140,035
33	33	C.P bib tap 13mm	Each	10.00	1374.5826	13,746
					GRAND TOTAL:	Rs3,701,376.00

Job: 10. Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.

Specifications / Requirements:

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Scrapping Ordinary distemper,oil bound distemper,or paint on wall	Sqm	884.85	150.25	132,951
2	2	Distempering Two coat over and including cost of priming coat.	Sqm	1,927.63	251.38	484,575
3	3	Removing Cement Plaster	Sqm	80.80	79.76	6,445
4	4	Cement Plaster (1:4) upto 1st floor height	Sqm	80.820	599.19	48,427
5	5	Dismantling Cement Concrete plain 1:2:4	Cum	9.39	7,171.92	67,344
6	6	Cement Concrete plain i/c placing, compacting, finishing and curing complete in all respect ratio 1:2:4	Cum	9.39	20,451.78	192,042
7	7	Dismantling brickor concrete flooring	Sqm	162.58	168.81	27,446
8	8	Dismantling Tile flooring	Sqm	143.31	250.43	35,888
9	9	Flooring comprising of glazed tiles 6mm thick laid in white cement mortar 1 :2 over 20mm thick cement mortar 1 :2 complete:white	Sqm	236.16	5,756.11	1,359,363
10	10	Tiles skirting laid in 1:2 cement mortar over 20mm thick cement mortar 1:2 including cement washing & filling joints complete: cement	Sqm	110.13	3,313.44	364,909
11	11	Weathershield paint oin painted old surface 2 coats	Sqm	424.01	413.74	175,428
12	12	Painting old surfaces: Painting doors and windows any type: 2 coats	Sqm	79.59	609.43	48,503

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
13	13	Grouting 115mm brick with cement sand mortar 1:5	Sqm	569.03	503.87	286,717
14	14	providing & fixing door lock natural anodised	No.s	8.00	7,631.51	61,052
15	15	providing and fixing door closer (single action) natural anodised	No.s	3.00	12,029.75	36,089
16	16	White glazed earthen each ware water closet European type domestic of best quality	No.s	2.00	17,227.87	34,456
17	17	White glazed earthen ware water closet squatting type domestic Indian pattern of best quality.	No.s	2.00	8,189.16	16,378
18	18	low level flushing cistern13.5 litres capacity best quality: plastic	No.s	5.00	5,289.33	26,447
19	19	PVC flushing bend: 32mm	No.s	5.00	292.58	1,463
20	20	P Trap CP Dia	No.s	2.000	3,602.80	7,206
21	21	Floor Trap 100mmx50mm (i/c 50mm concrete chamber all arouind with CP grating	No.s	2.00	1,341.48	2,683
22	22	Waste pipe for wash hand basin 32mm dia	No.s	5.00	292.58	1,463
23	23	CP pillar cock 13mm	No.s	5.00	1,427.28	7,136
24	24	CP bib tab	No.s	7.00	1,375.58	9,629
25	25	Soap dishes plastic	No.s	3.000	2,260.14	6,780
26	26	Looking glass 550mmx400mm size 1st qiuality (without frame) Pak made	No.s	3.00	2,045.33	6,136

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
27	27	Glass shelves 600mmx125mm with CP brackets with CP railing	No.s	1.00	945.75	946
28	28	Toiletr Paper Holder plastic	No.s	5.00	1,556.57	7,783
29	29	Tooth brush holder with tooth paste dish plastic	No.s	1.00	1,371.93	1,372
					GRAND TOTAL:	Rs3,457,057.00

Job: 11. Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.

Specifications / Requirements:

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Scrapping Ordinary distemper,oil bound distemper,or paint on wall	Sqm	1,446.30	150.25	217,314
2	2	Distempering Two coat over and including cost of priming coat.	Sqm	2,892.60	250.64	725,008
3	3	Glass pane 5mm	Sqm	15.61	1,981.06	30,924
4	4	Weathershield paint on painted old surfaces 2 cpoats	Sqm	1,388.850	413.74	574,619
5	5	Grouting 115mm brick with cement sand mortar 1:5	Sqm	808.23	503.87	407,244
6	6	providing & fixing door lock natural anodised	No.s	4.00	7,631.51	30,526

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
7	7	providing and fixing door closer (double action) natural anodised	No.s	3.00	41,224.02	123,672
8	8	providing and fixing door closer (single action) natural anodised	No.s	3.00	12,029.75	36,089
9	9	low level flushing cistern13.5 litres capacity best quality: plastic	No.s	3.00	5,289.33	15,868
10	10	PVC flushing bend: 32mm	No.s	3.00	292.59	878
11	11	Waste pipe for wash hand basin 32mm PVC	No.s	3.00	292.59	878
12	12	CP Pillar Cock 13mm	No.s	2.00	1,427.28	2,855
13	13	CP bib tab	No.s	6.00	1,374.58	8,247
14	14	Soap Dishes plastic	No.s	1.00	2,260.13	2,260
15	15	Looking glass 550mmx400mm size 1st qiuality (without frame) Pak made	No.s	2.00	2,045.34	4,091
16	16	Chromium plated towel rail/ring rail 500x13 mm	No.s	2.00	5,293.47	10,587
17	17	Toilet Paper Holder plastic	No.s	3.00	1,556.57	4,670
18	18	Tooth brush holder with tooth paste dish plastic	No.s	1.00	1,371.93	1,372
					GRAND TOTAL:	Rs2,197,102.00

Job: 12. Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.

Specifications / Requirements:

Sr. No	Appendix Tender No.	
1	Maintenance & Repairing of Mosque at 500kV Grid Station NTDC Sheikhupura.	
2	Sr No	Amount (Rs)
3	1	4320
4	2	34187
5	3	1198
6	4	128896
7	5	82603
8	6	196841
9	7	257238
10	8	62662
11	9	19262
12	10	7397
13	11	21554
14	12	1901
15	13	4171
16	14	72462

Sr. No	Appendix Tender No.	
17	15	4259
18	16	4652
19	17	23374
20	18	3663
21	19	15868
22	20	3363
		Rs949,871.00

Job: 13. Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.

Specifications / Requirements:

Sr. No		Appendix "D" to Tender
1		
2	Amount (Rs.)	Rate
3	1,269,296.00	762.12
4	79,746.00	609.43
5	433,597.00	413.74
6	47,240.00	150.25
	Rs1,829,879.00	GRAND TOTAL:

Job: 14. Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.

Specifications / Requirements:

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Dismantling tile flooring	Sqm	56.80	297.22	16,882
2	2	Removing of cement plaster	Sqm	115.83	79.76	9,239
3	3	Cement plaster 1:4 upto 1st floor height 13mm thick.	Sqm	115.83	631.19	73,111
4	4	preparing old surface by thoroughly scraping, cleaning of plastered sutrface followed by the applicattion of one coat of approved Diamond primer and 2 coats of wall putty for levbelling the surface and then applying two coat of approved diamond ace acryllic plastic emulsion paint (diamond) to acchbieve a uniform smooth and durable finish including all labour tools material surface preparation required to complete the work in all resapect	Sqm	2,314.250	762.12	1,763,736
5	5	Weather Shield paint on painted old surfaces, 2 Coats.	Sqm	1,226.55	413.74	507,469
6	6	Scraping: Ordinary distemper, oil bound distemper or paint on wall.	Sqm	91.28	150.25	13,715
7	7	Supply and installation of Tiles on Floor & Skirting (Glazed, Full Body, 600x600mm, Grade-I) complete in all respect	Sqm	47.04	4,286.20	201,623

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
8	8	Glazed tiles dado 6mm 9.7 thick jointed in white cement & laid over 1 :2 cement sand mortar 20mm thick including finishing:	Sqm	112.49	6,428.07	723,094
9	9	Grouting 115mm brick with cement sand mortar	Sqm	907.78	503.87	457,402
10	10	Providing and Fixing of Exhaust fan 305mm(12") dia plastic body best quilty(i.e. Royal,GFC, Pak etc).	No	3.00	6,622.00	19,866
11	11	Removing paint from walls.	Sqm	192.68	200.34	38,602
12	12	Painting old surface, painting doors and window any type 2coats.	Sqm	188.36	609.43	114,794
13	13	Painting old surface, painting small detached articles not exceeding 0.10 sqm of painted surface	No	13.00	113.34	1,473
14	14	Painting old surface, painting guard bars, gates, iron bars, grating, railing surface	Sqm	8.81	368.08	3,243
15	15	White glazed earthen ware water closet squatting type domestic Indian pattern of best quality i/c 102mm dia P-Trap, Flushing bend etc	No	4.00	17,885.94	71,544
16	16	White glazed earthen ware wash hand basin domestic of supreme quality i/c pedestal, brackets, waste pipe, waste coupling, CP towel rail, mixing vaslve complete in all respect.	No	4.00	19,159.74	76,639

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)
17	17	Looking glass 550mm x 400mm size 1st Quality(without frame) (a)Pak made	No	4.00	2,045.34	8,181
18	18	C.P. Bib taps. (a)13 mm dia	No	6.00	1,374.58	8,247
19	19	White Soap dishes. c)Plastic.	No	4.00	2,260.13	9,041
20	20	Low level flushing cistern 13.5 litres capacity best quality. b)Plastic.				-
21	21	P/F door lock natural anodized.	No	6.00	7,631.51	45,789
22	22	Providing and fixing aluminum door closer (single action) natural anodized.	No	6.00	12,029.75	72,178
23	23	P/F, 40W Osaka Ceiling indoor (LED) ECO panel lights (2'x2') complete in all respect.	No	35.00	6,565.60	229,796
24	24	Providing and fixing Electric Geyse" Instant 15 litr capacity Canon or equivalent complete in all respect.	No	2.00	27,250.91	54,502
					GRAND TOTAL:	Rs4,520,166.00

Job: 15. Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.

Specifications / Requirements:

Sr. No	Sr#	Description	Unit	Qty	Rate	Amount (Rs.)

1	1	Dismantling cement concrete plain (1:2:4)	Cum	0.390	7171.9204	2797
2	2	Dismantling cement concrete plain (1:4:8)	Cum	0.750	3585.0264	2689
3	3	Removing cement plaster	Sqm	85.35	79.7616	6808
4	4	Dismantling brick tile roofing	Sqm	59.12	297.2152	17572
5	5	Dismantling glazed or encaustic tiles etc	Sqm	22.39	526.8952	11797
6	6	Dismantling disjointing removing and cleaning of external surface of G.I pipe line with specials, valves and fittings and removal of holder bates and stacking all material at site of work for internal diameter 20mm	M	15.85	186.122	2950
7	7	Cement plaster in 1:4 upto ist floor height	Sqm	85.35	631.1908	53872
8	8	Brick tile roofing 225 x 113 x 38 mm laid over 100mm earth and 25mm mud plaster grouted with cement sand 1:3 on top of RCC roof slab provided with 1.75Kg bitumen coating sand blinded	Sqm	59.12	2394.7504	141582
9	9	Polytheen sheet 0.2mm thick laid over 2 coats of bitumen using 1.66 kg bitumen hot per sqm over floor floors and DPC etc,	Sqm	37.17	136.0912	5059
10	10	Plain cement concrete 1:2:4 i/c placing, compacting, finishing and curing etc complete	Cum	0.39	20451.7744	7976
11	11	Plain cement concrete 1:4:8 i/c placing, compacting, finishing and curing etc complete	Cum	0.75	16256.82	12193

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12	12	P/L, Jointing & testing heavy water or steam quality G.I OR W.I pipe & Specials inside buildings and trenches with internal diameter. 20mm			0	0
13	i	20mm dia	M	15.00	935.3312	14030
14	ii	13mm dia	M	12.00	703.6212	8443
15	13	P/F, hard brass or gun metal peet valves heavy pattern with hand wheel on G.I lines laid in the ground or inside buildings for diameter. 20mm	Each	2.00	1831.4892	3663
16	14	Construction of peet valves or stop cock masonary chamber of size 230x230	Each	2.00	5003.7992	10008
17	15	P/F, white glazed earthen ware water closet european type domestic of best quality	Each	1.00	31865.1188	31865
18	16	P/F, White glazed earthen ware water closet sqatting type domestic orrisa pattern of best quality	Each	1.00	16281.8644	16282
19	17	P/F, White glazed earthen ware wash hand basin domestic of supreme quality.	Each	1.00	24834.324	24834
20	18	P/F, C.P Bib Tap	Each	4.00	1374.5768	5498
21	19	P/F, Rubber connection pipes 13mm dia	Each	2.000	518.7984	1038
22	20	P/F, C.P T-stop cock	Each	4.00	1351.3652	5405
23	21	P/F, C.P shower 13mm complete with c.p arm, 2 No. C.P stop cock, 1 No.C.p bib tap and 1 No. C.P shower etc	Each	1.00	9040.2512	9040

24	22	Floor Trap 100mm x 50mm (i/c 50mm concrete chamber allround)	Each	2.00	1341.482	2683
25	23	P/L, into trenches, jointing & testing PVC class-B pipe line with specials for internal diameter.100mm	M	7.00	2770.9152	19396
26	24	P/F, wire gauze SWG 144 fixed to steel windows as per approval for the engineer incharge.	Sqm	5.20	3272.708	17018
27	25	Patty repair to Main rooms	Each	5.00	1198.4772	5992
28	26	Patty repair to verandah	Each	2.00	1198.4192	2397
29	27	P/F, flush doors leaf as per CDO standard drawing	Sqm	4.30	10560.7792	45411
30	28	Glazing panes. Glass panes 454 to 512 gm used with putty.	Sqm	2.38	2737.4608	6515
31	29	Flooring comprising of glazed tile 6mm thick laid in white cement mortar 1:2 over 20mm thick cement mortar 1:2 complete	Sqm	5.65	6077.4256	34337
32	30	Glazed tile dado 6mm thick jointed in white cement & laid over 1:2 cement sand mortar 20mm thick i/c finishing	Sqm	28.41	6428.0704	182621
33	31	Scraping distempering	Sqm	240.31	150.2664	36110
34	32	Distempering two coats i/c the cost of priming coat.	Sqm	480.590	250.6412	120456
35	33	Painting to door and windows any type	Sqm	110.030	609.4292	67055
36	34	Painting sashes, fan light, glazed or gauzed door and windows.	Sqm	29.86	368.0796	10991
37	35	Applying weather shield. (two coat)	Sqm	372.61	206.8628	77079

38	36	Deduction of old Brick tile Amount	Nos	0.00	18.1308	0
					GRAND TOTAL:	Rs1,023,462.00

Job: 16. Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

Specifications / Requirements:

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Dismantling glazed or encaustic tiles etc.	Sqm	5.13	526.89	2703
2	2	Removing cement plaster.	Sqm	42.06	79.77	3355
3	3	Wiring light or fan point with 3/ .029 PVC insulated wire in 20 mm PVC Conduit on surface compete with switch ceilling rose button holders etc	Points	15.00	3654.32	54815
4	4	Rermoving door Windows & Frame	Each	3.00	855.38	2566
5	5	Cement plaster (1:3) upto 1st floor height	Sqm	55.98	655.62	36702
6	6	Flooring comprising of first class Granite Glazed tile with 13 mm thick white bond cement	Sqm	155.64	5971.69	929434
7	7	P/P surface & applying 2 coats of approved type of plastic emulsion paint to plastered surface as per manufacturer's specifications.	Sqm	387.18	712.50	275865

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
8	8	Scraping Ordinary distemper, oil bound distemper, or paint on wall	Sqm	193.59	150.29	29095
9	9	Painting Doors and windows any type.	Cum	72.03	609.43	43897
10	10	Providing and Fixing door lock natural anodized.	Each	6.00	7631.90	45791
11	11	Providing and fixing kitchen cabinet on Floor	Sqm	3.02	12259.00	37022
12	12	Providing and fixing kitchen cabinet on wall	Sqm	3.02	14306.00	43204
13	13	P/F washroom set chromium plate shower set 13mm complete with C.P arm 2Nos CP Stop cock 1No CP bib cock, shower including CP mixing valve for basin 3Nos CP T-stop cock CP double bib cock, CP waste coupling 3Nos Connections 13mm, CP muslim shower (Faisal Sleek Model or equivalent)	Each	2.00	42519.00	85038
14	14	P/F washroom accessories set including CP towel rail 600mmx20mm, CP towel ring, 150mm, 02Nos CP soap dishes, CP tumber holder, CP toilet paper holer, looking glass 500mmx400mm without frame, glass shelves 600mmx125mm with CP brackets etc complee in all respet (made Faisal Elegant Sleek Model or Equivalent)	Each	2.00	17720.19	35440
15	15	P/F PVC Door with Frame J.J Style Complete in all respect.	Sqm	1.46	6818.00	9954
16	16	Providing and fixing steel doors with grill work on outer face of the door as per approved design of the Engineer Incharge	Sqm	2.60	35633.00	92646

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
17	17	Glazed tiles dado 6mm thick jointed in white cement & laid over 1 :2 cement sand mortar 20mm thick including finishing	Sqm	7.76	6429.00	49889
18	18	P/F, of PVC wall paneling Imperial or equivlent complete in all respect.	Sqm	110.93	951.00	105494
					GRAND TOTAL:	Rs1,882,910.00

Job: 17. R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.

Specifications / Requirements:

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs)
1	1	Removing cement plaster	Sqm	97.66	79.762	7790
2	2	Cement plaster in ratio 1:4 up to 1st floor height 20mm thick	Sqm	97.66	841.463	82177
3	3	Providing & installing PVC class 'B' blind pipe of following diameter into tubewell bore hole including sockets & solution 100mm dia.	M	9.00	2,228.135	20053

Sr. No	Sr No	Description	Unit	Qty	Rate	Amount (Rs)
4	4	P/L, Jointing and testing and commissioining of PPRC 32mm dia water supply pipes & Specials inside building & trenches with internal diameter Made of (Dadex/Master/Popular) with PN-20 i/c cost of solvent, specials, Making Jharries complete in all respect	M	9.14	595.742	5445
5	5	Wiring light or fan point with 1/1.13 (3.029) PVC insulated wire in 19.1 mm , 1.50 mm thick PVC conduit recessed in the wall or column complete with switch plastic plate ceiling rose/batten holder	Each	60.00	3,851.643	231099
6	6	P/F, connecting surface type 2 pin 5Amp S.P Plug socket as replacement on board	Each	50.00	150.553	7528
7	7	P/F, surface type 3 pin 15 Amp S.P Plug socket and switch as replacement complete with board.	Each	20.00	851.885	17038
8	8	Cement pointing flush upto 1st floor height in ratio 1:2	Sqm	139.78	616.100	86119
9	9	Scraping ordinary distemper, oil bound distemper, or paint on wall	Sqm	545.40	150.252	81948
10	10	Distempering Two coats over and i/c cost of priming coat	Sqm	545.39	250.640	136697
11	11	Weather shield paint two coats old surface	Sqm	25.94	413.730	10732
12	12	Painting doors and windows any type	Sqm	52.81	609.430	32184
					GRAND TOTAL:	Rs718,810.00

Job: 18. R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

Specifications / Requirements:

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Dismantling cement concrete plain 1:2:4	Cum	7.184	1954.96	14044
2	2	Dismantling glazed or encaustic tiles etc.	Sqm	5.135	526.89	2706
3	3	Removing cement plaster.	Sqm	58.672	79.76	4680
4	4	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering.	Cum	7.184	20451.90	146926
5	5	Wiring light or fan point with 3/ .029 PVC insulated wire in 20 mm PVC Conduit on surface compete with switch ceilling rose button holders etc	Points	20.000	3654.51	73090
6	6	Rermoving door Windows & Frame	Each	3.000	855.38	2566
7	7	Cement plaster (1:4) upto 1st floor height	Sqm	72.612	655.62	47606
8	8	Flooring comprising of first class Granite Glazed tile with 13 mm thick white bond cement	Sqm	157.400	5971.61	939931
9	9	P/P surface & applying 3 coats of approved type of plastic emulsion paint to plastered surface as per manufacturer's specifications.	Sqm	434.783	1068.71	464656

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
10	10	Scraping Ordinary distemper, oil bound distemper, or paint on wall	Sqm	217.391	150.25	32663
11	11	Painting Doors and windows any type.	Sqm	72.026	609.43	43895
12	12	Providing and Fixing door lock natural anodized.	Each	9.000	7631.51	68684
13	13	Providing and fixing kitchen cabinet on Floor	Sqm	3.020	12258.59	37021
14	14	Providing and fixing kitchen cabinet on wall	Sqm	3.020	14305.16	43202
15	15	P/F washroom set chromium plate shower set 13mm complete with C.P arm 2Nos CP Stop cock 1No CP bib cock, shower including CP mixing valve for basin 3Nos CP T-stop cock CP double bib cock, CP waste coupling 3Nos Connections 13mm, CP muslim shower (Faisal Sleek Model or equivalent)	Each	2.000	42518.64	85037
16	16	P/F washroom accessories set including CP towel rail 600mmx20mm, CP towel ring, 150mm, 02Nos CP soap dishes, CP tumber holder, CP toilet paper holer, looking glass 500mmx400mm without frame, glass shelves 600mmx125mm with CP brackets etc complee in all respet (made Faisal Elegant Sleek Model or Equivalent)	Each	2.000	17720.16	35440
17	17	P/F PVC Door with Frame J.J Style Complete in all respect.	Sqm	1.464	6817.32	9981
18	18	Providing and fixing steel doors with grill work on outer face of the door as per approved design of the Engineer Incharge	Sqm	2.602	35632.88	92717

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
19	19	Deodar wood wrought joinery work in wire gauze doors and windows with 22 SWG galvanized 12x12 to 25x25 sqmm meshes including iron fittings ncomplete. Wire gauze fixed with chowkats 20mm strips and screws.	Sqm	2.602	6038.67	15713
20	20	Dismantling glazed or encaustic tiles etc.	Sqm	32.620	526.89	17187
21	21	Glazed tiles dado 6mm thick jointed in white cement & laid over 1 :2 cement sand mortar 20mm thick including finishing	Sqm	20.307	6428.90	130552
22	22	Flooring comprising of glazed tiles 6mm thick laid in white cement mortar 1 :2 over 20mm thick cement mortar 1 :2 complete Coloured	Sqm	8.21	6077.42	49896
23	23	P/F, of PVC wall paneling Imperial or equivlent complete in all respect. Rs. 819	Sqm	160.707	950.04	152678
24	24	Providing & fixing laminated board for Wardrobe shutter complete in all respect.	Sqm	4.856	7130.82	34627
25	25	White glazed earthen ware wash hand basin domestic of supreme quality 65 cm, White glazed earthen ware pedestal for wash basin domestic of supreme quality, Waste pipe for wash hand basin 32mm, C.P. waste coupling 32 mm, 02 Nos. Connections 13 mm BCP, 02 Nos C.P. tee stop cocks:	Each	1.000	14853.35	14853

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
26	26	Loading or unloading earth, sand, silt, Shingle, surkhi, ashes, kankar, brick ballast, coal, and lime etc. laid/piled and stacked lead within 30m.	Cum	10.270	295.31	3033
27	27	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi. Steel girders, M.S. sheets, M.S. Bars etc. or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means. (7 km)	Per 3 Cum	3.423	1678.95	5747
28	28	Provoidind and fixing of almirah as per WAPDA Design.	Sqm	9.712	21597.90	209759
29	29	Providing and installation roof marble slab on stair case & Enterance (18 mm) i/c Polishing and Finishing complate in all respect	Sqm	2.788	6895.04	19223
30	30	Stainless Steel sink: 50 em x 1 00 cm	Ecah	1.000	11481.76	11482
31	31	Providing and fixing of Exhaust fan 305mm (12") dia Metal body best quality (i.e. Royal GFC, Pak etc)	Each	1.000	6612.43	6612
32	32	Providing and erection butterfly shutters for 305 mm sweep exhaust fan complete as required. Erection of bracket fan including its each connection.	Each	4.000	810.90	3244
33	33	Chromium plated or oxidized swan neck cocks 13 mm diameter Two Way	Each	2.000	3448.90	6898
34	34	Proving and Fixing Sliding Bolt to Doors 305 mm Iron	Each	10.000	2635.90	26359

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
35	35	Providing, lowering & laying into trenches jointing and testing PVC class 'D' pipe line with specials for internal 100mm	Meter	9.140	2059.90	18827
36	36	White glazed earthen each water closet squatting type domestic Indian pattern of best quality i/c S-Trap, Flushing Tsnk, CP Bib Cock, T Cock, Muslim Shower Etc Complete	Each	2.000	20484.90	40970
37	37	Floor trap 100mm X 50mm (including 50 mm concrete chamber all round):	Each	8.000	1341.49	10732
38	38	P/F Testing and Commissioning of PPRC water supply pipe made of (Master Dadex & Papular with PN 20 i/c cost of solvent, specials, making jharries Complete in all respect as approved and Directed by Engineer incharge) 25mm	Meter	30.480	501.98	15300
					GRAND TOTAL:	Rs2,938,537.00

Job: 19. R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.

Specifications / Requirements:

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Removing of Cement plaster	Sqm	33.82	79.76	2,698.00

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
2	2	Scrapping Ordinary distemper, oil bound distemper, or paint on wall	Sqm	580.92	150.25	87,286.00
3	3	Providing, preparing surface & applying 3 coats of approved type of plastic emulsion paint to plastered surface as per manufacturer's specifications.	Sqm	580.92	712.47	413,889.00
4	4	Weather shield paint on painted/old surface, one coat.	Sqm	546.800	413.74	226,232.00
5	5	Painting doors and windows any type: First + Each Subsequent coat	Sqm	107.47	607.76	65,316.00
6	6	Cement plaster (1 :4) upto 1st floor height: 13 mm	Sqm	33.82	631.19	21,347.00
7	7	Removing door and windows	Each	12.00	855.38	10,265.00
8	8	Providing and fixing of bent 16 SWG frame 250mm wide for door size 915mm x 2.134m(3.5'x7') complete in all respect.	Each	8.00	15,966.37	127,731.00
9	9	P & Fixing flush door leaf as per CDO standard drawing.	Sqm	18.21	10,560.78	192,312.00
10	10	P & Fixing aluminum window(sliding) with fly shutter18SWG/1.2mm section shampean or any other colour and green or blind glass 5mm thick.	Sqm	7.43	19,081.71	141,777.00
11	11	Deodar wood wrought joinery work in wire guaze doors and windows with 12 SWG bgalvanised 12x12 to 25x25 sqmm meshes including iron fittings complete. Framing with ordinary hinges 40mm thick	Sqm	6.50	24,049.64	156,323.00

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
12	12	Excavation in foundation of buildings, bridges and other structures including dibbling dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m.	Cum	3.69	710.07	2,620.00
13	13	Cement concrete plain ratio (1:4:8) including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering	Cum	2.70	16,256.82	43,893.00
14	14	P/L Kerb stone (300x450x150 mm) grey along road sides IZHAR CONCRETE PVT. Complete with cement concrete (1:3:6) for hunching.	M	38.71	951.20	36,821.00
15	15	Providing and Laying 60mm thick tuff tile having 7000 PSI crushing strength of approved manufacturer, over 100mm thick sand cusion i/c grouting with sand / stone dust in joints i/c finishing to require slope complete in all respect. (Izhar PVT. LTD.)	Sqm	174.63	2,705.12	472,406.00
16	16	Dismentaling brick tile roofing	Sqm	137.87	297.22	40,977.00
17	17	Polythine sheet 0.2 mm thick laid over two coat Bitumen using 1.66kg hot per sqm over floors and DPC etc.	Sqm	137.87	136.17	18,774.00

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Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
18	18	Brick tiles 225 x 113 38mm laid over 1OOmm & 25mm mud plaster grouted with cement sand 1 :3 on top of RCC roof slab provided with 1.75 kg. bitumen coating sand blinded.	Sqm	137.87	2,394.81	330,175.00
19	19	Deduction / Recovery of non-useable (Malba) Material like brick bats, old non pourable bricks and mortar etc. To be disposed off to contractor. (As per Market Rate) Analysis Attached.	Cum	-	3,633.96	-
					GRAND TOTAL:	Rs2,390,842.00

Job: 20. Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.

Specifications / Requirements:

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Dismantling cement concrete plain (1:2:4).	cum	3.02	7171.9204	21,659
2	2	Removing cement plaster.	sqm	98.85	79.7616	7,884
3	3	Dismantling glazed or encaustic tiles etc	sqm	49.15	526.8952	25,897
4	4	Cement plaster in 1:4 upto ist floor height.	sqm	129.40	631.1908	81,676

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
5	5	Topping of cement concrete (1:2:4) including surface finishing & dividing into panels.	sqm	56.05	1168.8856	65,516
6	6	Plain cement concrete 1:2:4 i/c placing, compacting, finishing and curing etc complete.	cum	1.19	20451.7744	24,338
7	7	P/I of tiles on floor and s skirting (Glazed full body 600X600 mm Grade 01 (Times, Sonex)	sqm	151.59	4286.2	649,745
8	8	P/L, Jointing and testing and commissioining of PPRC water supply pipes & Specials inside building & trenches with internal diameter Made of (Dadex/Master/Popular) with PN-20 i/c cost of solvent, specials, Making Jharries complete in all respect rate vetted.				-
9		32mm dia	meter	40.00	559.12	22,365
10		25mm dia	Meter	80.00	349.16	27,933
11	9	P/F white glazed earth ware closet europian taype domstics of best quality	Each	3.00	17227.8792	51,684
12	10	White glazed earthen ware water closet squatting type domestic indian pattern of best quality Rate vetted.	Each	4.00	9589.9636	38,360
13	11	P/F, White glazed earthen ware wash hand basin domestic of supreme quality.	Each	4.00	9035.8548	36,143
14	12	Stainless steel sink 50cmx125cm with sink cock, bracket, waste coupling and waste pipe.	Each	1.00	18539.004	18,539

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
15	13	P/F, C.P Bib Tap.	Each	2.00	1374.5768	2,749
16	14	P/F, Chromium plated shower set 13mm complete with C.P. arm, 2 Nos. C.P. stop cock 1 No. C.P. bib cock & 1 No. C.P. shower i/c C.P Mixing valve for wash basin, 03 No. Stopcocks, C.P double bib cock, C.P waste coupling, 03 No. connection 13mm, C.P Muslim shower, etc complete in all respect (Faisal, Sleek, Model or equivalent)	Each	3.00	42518.64	127,556
17	15	P/F washroom accessories set including CP towel rail 600mmx20mm, CP towel ring, 150mm, 02Nos CP soap dishes, CP tumber holder, CP toilet paper holer, looking glass 500mmx400mm without frame, glass shelves 600mmx125mm with CP brackets etc complee in all respet (made Faisal Elegant Sleek Model or Equivalent)	Each	3.00	17720.16	53,160
18	16	Floor Trap 100mm x 50mm (i/c 50mm concrete chamber allround)	Each	6.00	1341.482	8,049
19	17	P/L, into trenches, jointing & testing PVC class-B pipe line with specials for internal dia	Mtr	20.00	2770.9152	55,418
20	18	Removing of doors & windows with frames	Each	14.00	855.384	11,975
21	19	Removing ventilators and wooden sunshades etc	Each	3.00	309.1748	928

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
22	20	Providing and fixing aluminum window (sliding) with fly shutter 18SWG/1.2mm section shmpean or any other colour and green or blind glass 5mm thick.	sqm	27.60	19081.71	526,655
23	21	P/F Bent metal 16 SWG frame 230 mm wide 2130mm hight including ball baring hings (min 03 Nos) complete in all respect (Vetted Rate) No.MC/TE-09/1747-53 dated 23.05.2022 at Sr.8(1)				-
24		230mm	Each	4.00	11392.36	45,569
25		115mm	Each	2.00	8608.36	17,217
26	22	P/F, flush doors leaf as per CDO standard drawing Sp (11-7/42)	sqm	12.03	10560.7792	127,046
27	23	Providing and fixing kitchen cabinet in Floor	sqm	6.32	12258.59	77,474
28	24	Providing and fixing kitchen cabinet in wall	sqm	6.32	14305.1664	90,409
29	25	P/I of tiles on floor and s skirting (Glazed full body 600X600 mm Grade 01 for bath	sqm	15.19	4286.2	65,107
30	26	P/I of tiles on floor and s skirting (Glazed full body 600X600 mm Grade 01	sqm	62.64	4286.2	268,488
31	27	Scraping distempering Sp(3-4/40-b)	sqm	275.11	150.2548	41,337
32	28	Distempering two coats i/c the cost of priming coat.	sqm	1,100.47	250.0148	275,134
33	29	Painting to door and windows any type.	sqm	73.50	609.4292	44,792

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
34	30	Painting sashes, fan light, glazed or gauzed door and windows.	sqm	23.70	368.0796	8,723
35	31	Painting guard bars gate, iron bars.	sqm	15.61	368.0796	5,746
36	32	Applying weather shield (02 Coats).	sqm	147.78	413.7372	61,142
37	33	Providing and applying rock wall on plaste surface best quality complete in all respects as approved by the engineer incharge Rate vetted vide Manager (Civil) office letter No. 2096-2101 dated 05.04.2023	sqm	442.70	673.96	298,362
38	34	Wiring light or fan point with 3/0.029 PVC insulated wire in 19.1 mm dia 1.5 thick PVC conduit recessed in the wall or column complete with switch plastic plate ceiling rose / batten holder.	Point	12.00	3851.6408	46,220
39	35	Supply and errection of ceiling fan including wiring of down rod with 1/1.13mm (32/029) PVC wire, fixing of regulator, blade,canopy etc Size 1422mm (56") sweep.	Each	4.00	11086.7464	44,347
40	36	P/F of Patty fitting complete with 1.20M 40 Walts, flursent tube,Chowk, Starter and holder i/c all assessories of hanging / fitting (Philps or equivelent) approved by Engineer incharge.	Each	5.00	2041.1128	10,206

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Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
41	37	P/F of distribution board single phase 250volts with 1 no incoming circuit braker 30amps D.P 4 No out going 6-15 amp singal pol C/P with N- Ling on prepaired board with complate box. In all respect.	Each	1.00	20942.2224	20,942
42	38	P/L False ceiling comprising 3/4" thick plaster of panel sheet of required size in approved design with 1 line of 4" wide niche allround ranging with copper wire 16swg dully enriched with pop the cost of making space for rope light screw making hole for light and rawal plug complete in all respect.	sqm	36.60	1669.24	61,098
					GRAND TOTAL:	Rs3,467,588.00

Job: 21. Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

Specifications / Requirements:

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Dismantling cement concrete plain 1:2:4	Cum	7.184	1955.01	14045
2	2	Removing cement plaster.	Sqm	58.660	79.77	4679

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
3	3	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering.	Cum	7.184	20451.79	146926
4	4	Wiring light or fan point with 3/ .029 PVC insulated wire in 20 mm PVC Conduit on surface compete with switch ceilling rose button holders etc	Points	20.000	3654.31	73086
5	5	Rermoving door Windows & Frame	Each	3.000	855.39	2566
6	6	Cement plaster (1:4) upto 1st floor height	Sqm	72.619	631.19	45836
7	7	Flooring comprising of first class Granite Glazed tile with 13 mm thick white bond cement	Sqm	157.400	5971.62	939932
8	8	P/P surface & applying 3 coats of approved type of plastic emulsion paint to plastered surface as per manufacturer's specifications.	Sqm	434.788	1068.71	464662
9	9	Scraping Ordinary distemper, oil bound distemper, or paint on wall	Sqm	217.391	150.33	32681
10	10	Painting Doors and windows any type.	Cum	72.026	609.43	43895
11	11	Providing and Fixing door lock natural anodized.	Each	9.000	7631.51	68684
12	12	Providing and fixing kitchen cabinet on Floor	Sqm	3.020	12258.59	37021
13	13	Providing and fixing kitchen cabinet on wall	Sqm	3.020	14305.17	43202

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
14	14	P/F washroom set chromium plate shower set 13mm complete with C.P arm 2Nos CP Stop cock 1No CP bib cock, shower including CP mixing valve for basin 3Nos CP T-stop cock CP double bib cock, CP waste coupling 3Nos Connections 13mm, CP muslim shower (Faisal Sleek Model or equivalent)	Each	2.000	42518.64	85037
15	15	P/F washroom accessories set including CP towel rail 600mmx20mm, CP towel ring, 150mm, 02Nos CP soap dishes, CP tumber holder, CP toilet paper holer, looking glass 500mmx400mm without frame, glass shelves 600mmx125mm with CP brackets etc complee in all respet (made Faisal Elegant Sleek Model or Equivalent)	Each	2.000	17720.16	35440
16	16	P/F PVC Door with Frame J.J Style Complete in all respect.	Sqm	1.464	6817.32	9981
17	17	Providing and fixing steel doors with grill work on outer face of the door as per approved design of the Engineer Incharge	Sqm	2.602	35632.88	92717
18	18	Deodar wood wrought joinery work in wire gauze doors and windows with 22 SWG galvanized 12x12 to 25x25 sqmm meshes including iron fittings ncomplete. Wire gauze fixed with chowkats 20mm strips and screws.	Sqm	2.602	6038.67	15713
19	19	Dismantling glazed or encaustic tiles etc.	Sqm	37.760	526.90	19896

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
20	20	Glazed tiles dado 6mm thick jointed in white cement & laid over 1 :2 cement sand mortar 20mm thick including finishing	Sqm	20.307	6428.13	130536
21	21	Flooring comprising of glazed tiles 6mm thick laid in white cement mortar 1 :2 over 20mm thick cement mortar 1 :2 complete Coloured	Sqm	8.210	6077.44	49896
22	22	P/F, of PVC wall paneling Imperial or equivlent complete in all respect. Rs. 819	Sqm	160.707	950.04	152678
23	23	Providing & fixing laminated board for Wardrobe shutter complete in all respect.	Sqm	4.856	7130.83	34627
24	24	White glazed earthen ware wash hand basin domestic of supreme quality 65 cm, White glazed earthen ware pedestal for wash basin domestic of supreme quality, Waste pipe for wash hand basin 32mm, C.P. waste coupling 32 mm, 02 Nos. Connections 13 mm BCP, 02 Nos C.P. tee stop cocks:	Each	1.000	14853.36	14853
25	25	Loading or unloading earth, sand, silt, Shingle, surkhi, ashes, kankar, brick ballast, coal, and lime etc. laid/piled and stacked lead within 30m.	Cum	10.270	295.32	3033

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Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
26	26	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi. Steel girders, M.S. sheets, M.S. Bars etc. or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means. (10 km)	Per 3 Cum	3.423	1678.96	5747
27	27	Provoidind and fixing of almirah as per WAPDA Design.	Sqm	9.712	21597.88	209759
28	28	Providing and installation roof marble slab on stair case & Enterance (18 mm) i/c Polishing and Finishing complate in all respect	Sqm	2.788	6895.04	19223
29	29	Stainless Steel sink: 50 em x 1 00 cm	Each	1.000	11481.77	11482
30	30	Providing and fixing of Exhaust fan 305mm (12") dia Metal body best quality (i.e. Royal GFC, Pak etc)	Each	1.000	6612.43	6612
31	31	Providing and erection butterfly shutters for 305 mm sweep exhaust fan complete as required. Erection of bracket fan including its each connection.	Each	4.000	810.41	3242
32	32	Chromium plated or oxidized swan neck cocks 13 mm diameter Two Way	Each	2.000	3448.63	6897
33	33	Proving and Fixing Sliding Bolt to Doors 305 mm Iron	Each	10.000	2635.17	26352
34	34	Providing, lowering & laying into trenches jointing and testing PVC class 'D' pipe line with specials for internal 100mm	Rm	9.144	2059.12	18829

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
35	35	White glazed earthen each water closet squatting type domestic Indian pattern of best quality i/c S-Trap, Flushing Tsnk, CP Bib Cock, T Cock, Muslim Shower Etc Complete	Each	2.000	20484.16	40968
36	36	Floor trap 100mm X 50mm (including 50 mm concrete chamber all round):	Each	8.000	1341.49	10732
37	37	P/F Testing and Commissioning of PPRC water supply pipe made of (Master Dadex & Papular with PN 20 i/c cost of solvent, specials, making jharries Complete in all respect as approved and Directed by Engineer incharge) 25mm	Meter	30.480	349.16	10642
					GRAND TOTAL:	Rs2,932,107.00

Job: 22. Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

Specifications / Requirements:

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Removing cement plaster.	Sqm	83.80	79.76	6,684
2	2	Wiring light or fan point with 3/ .029 PVC insulated wire in 20 mm PVC Conduit on surface compete with switch ceilling rose button holders etc	Points	10.00	3,654.31	36,543

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
3	3	Cement plaster (1:4) upto 1st floor height	Sqm	97.74	655.62	64,079
4	4	Flooring comprising of first class Granite Glazed tile with 13 mm thick white bond cement	Sqm	157.40	5,971.62	939,932
5	5	Distempering of Two coat over and including cost of priming coat.	Sqm	434.78	250.64	108,974
6	6	Scraping Ordinary distemper, oil bound distemper, or paint on wall	Sqm	217.39	150.25	32,663
7	7	Painting Doors and windows any type.	Cum	72.03	609.43	43,897
8	8	Providing and Fixing door lock natural anodized.	Each	9.00	7,631.51	68,684
9	9	P/F washroom set chromium plate shower set 13mm complete with C.P arm 2Nos CP Stop cock 1No CP bib cock, shower including CP mixing valve for basin 3Nos CP T-stop cock CP double bib cock, CP waste coupling 3Nos Connections 13mm, CP muslim shower (Faisal Sleek Model or equivalent)	Each	2.00	42,518.64	85,037
10	10	P/F washroom accessories set including CP towel rail 600mmx20mm, CP towel ring, 150mm, 02Nos CP soap dishes, CP tumber holder, CP toilet paper holer, looking glass 500mmx400mm without frame, glass shelves 600mmx125mm with CP brackets etc complee in all respet (made Faisal Elegant Sleek Model or Equivalent)	Each	2.00	17,720.16	35,440
11	11	P/F PVC Door with Frame J.J Style Complete in all respect.	Sqm	2.93	6,817.32	19,961

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
12	12	Providing & fixing laminated board for Wardrobe shutter complete in all respect.	Sqm	4.86	7,130.83	34,627
13	13	White glazed earthen ware wash hand basin domestic of supreme quality 65 cm, White glazed earthen ware pedestal for wash basin domestic of supreme quality, Waste pipe for wash hand basin 32mm, C.P. waste coupling 32 mm, 02 Nos. Connections 13 mm BCP, 02 Nos C.P. tee stop cocks:	Each	1.00	14,853.36	14,853
14	14	Providing and installation roof marble slab on stair case & Enterance (18 mm) i/c Polishing and Finishing complate in all respect	Sqm	3.81	6,895.04	26,270
15	15	Stainless Steel sink: 50 em x 1 00 cm	Each	1.00	11,481.77	11,482
16	16	Providing and fixing of Exhaust fan 305mm (12") dia Metal body best quality (i.e. Royal GFC, Pak etc)	Each	1.00	6,612.43	6,612
17	17	Providing and erection butterfly shutters for 305 mm sweep exhaust fan complete as required. Erection of bracket fan including its each connection.	Each	4.00	810.41	3,242
18	18	Chromium plated or oxidized swan neck cocks 13 mm diameter Two Way	Each	2.00	3,448.62	6,897
19	19	Proving and Fixing Sliding Bolt to Doors 305 mm Iron	Each	10.00	777.20	7,772
20	20	Termite proofing with approved chemicals. Post Construction	Holes	70.00	357.23	25,006

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
					GRAND TOTAL:	Rs1,578,655.00

Job: 23. D-1 Block # 4 Wapda Town Lahore

Specifications / Requirements:

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Dismantling cement concrete plain 1:2:4	Cum	5.99	1,954.96	11,712
2	2	Removing cement plaster.	Sqm	33.78	79.76	2,694
3	3	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. Ratio (1:2:4)	Cum	3.99	20,451.78	81,684
4	4	Wiring light or fan point with 3/ .029 PVC insulated wire in 20 mm PVC Conduit on surface compete with switch ceilling rose button holders etc	Points	20.00	3,654.31	73,086
5	5	Cement plaster (1:4) upto 1st floor height	Sqm	33.78	631.19	21,321
6	6	Flooring comprising of first class Granite Glazed tile with 13 mm thick white bond cement	Sqm	116.08	5,971.62	693,185
7	7	Distempring 02 Coats over and i/c cost of priming coat.	Sqm	329.76	250.64	82,653

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
8	8	Scraping Ordinary distemper, oil bound distemper, or paint on wall	Sqm	164.88	150.25	24,774
9	9	Painting Doors and windows any type.	Sft	68.09	609.43	41,498
10	10	Providing and Fixing door lock natural anodized.	Nos	9.00	7,631.51	68,684
11	11	Providing and fixing kitchen cabinet on Floor	Sqm	3.04	12,258.59	37,266
12	12	Providing and fixing kitchen cabinet on wall	Sqm	3.04	14,305.17	43,488
13	13	P/F washroom set chromium plate shower set 13mm complete with C.P arm 2Nos CP Stop cock 1No CP bib cock, shower including CP mixing valve for basin 3Nos CP T-stop cock CP double bib cock, CP waste coupling 3Nos Connections 13mm, CP muslim shower (Faisal Sleek Model or equivalent)	Each	1.00	42,518.64	42,519
14	14	P/F washroom accessories set including CP towel rail 600mmx20mm, CP towel ring, 150mm, 02Nos CP soap dishes, CP tumber holder, CP toilet paper holer, looking glass 500mmx400mm without frame, glass shelves 600mmx125mm with CP brackets etc complee in all respet (made Faisal Elegant Sleek Model or Equivalent)	Each	1.00	17,720.16	17,720
15	15	P/F PVC Door with Frame J.J Style Complete in all respect.	Sqm	1.81	6,817.32	12,355
16	16	Glazed tiles dado 6mm thick jointed in white cement & laid over 1 :2 cement sand mortar 20mm thick including finishing	Sqm	7.74	6,428.08	49,774

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
17	17	Fixing A. C. Ceiling fan Regulator dimmer on S.W. board on surface as replacement.	Each	4.00	634.49	2,538
18	18	Providing and fixing of Exhaust fan 305mm (12") dia Metal body best quality (i.e. Royal GFC, Pak etc)	Each	1.00	6,612.43	6,612
19	19	Supply and erection of ceiling fan best quality including wiring of down rod with 1/1.13mm (3/.029) PVC wire, fixing of regulator, blade,canopy etc 1422 mm (56") sweep	Each	3.00	11,086.74	33,260
20	20	White glazed earthen ware wash hand basin domestic of supreme quality 55 cm, complete with padestal, waste coppling, Waste Pipe, Rubber Connection pipe, T Cock, CP Mixture, Looking Glass with shelf, soap dish etc	Nos	1.00	28,602.07	28,602
21	21	P/F, Flush door leaf as per CDO standard drawing.	Sqm	14.15	10,560.78	149,446
22	22	Providing and installation roof marble slab on stair case & Enterance (18 mm) i/c Polishing and Finishing complate in all respect	Sqm	6.40	6,895.04	44,104
					GRAND TOTAL:	Rs1,568,975.00

Job: 24. C-04 , 220 kV GS, NKLP Lahore

Specifications / Requirements:

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Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
1	1	Removing Door, window & frame.	Nos	4.00	855.38	3,422
2	2	Dismantling tile Flooring	Sqm	40.39	250.42	10,114
3	3	Rroviding Laying Fixing PPRC Water Supply 20mm Pipe complete in all respect	rm	36.56	349.16	12,765
4	4	Floor Trap 100mm x 50mm including 50mm concrete chamber	Nos	6.00	1,341.48	8,049
5	5	White glazed earthern ware indian pattern white closet complete in all respect	Nos	1.00	8,189.16	8,189
6	6	Glazed tile dado 6mm thick jointed in white cement & laid over 1:2 cement sand morter 20 mm thick i/c finishing	Sqm	47.88	6,110.27	292,559
7	7	P/F of bent metal 16 SWG frame 250mm wide for door size (2.5 x 7) complete in all respect.	Nos	1.00	10,696.87	10,697
8	8	Brickwork other than building i/c striking of joints 3m height ratio 1:4	Cum	0.73	20,798.74	15,183
9	9	Cement plaster (1:4) upto ist floor height 13mm thick	Sqm	13.01	631.19	8,212
10	10	Providing and fixing window grill with angle iron frame with 10mm sq. iron bars at 75m centre to centre and Wire gauze SWG 144 fixed to steel windows as per approval of the Engineer Incharge	Sqm	2.70	7,171.92	19,364
11	11	Providing and fixing Aluminium window sliding with fly shutter section complete in all respect	Sqm	2.70	19,081.71	51,521

Sr. No	Sr No.	Description	Unit	Qty	Rate	Amount (Rs.)
12	12	Providing and fixing Flush door leaf as per CDO Standard drawing..	Sqm	4.87	10,560.78	51,431
13	13	White glazed earthen ware wash hand basin domestic of supreme quality 55 cm	Nos	1.00	4,386.99	4,387
14	14	Low Level Flushing Cistern 13.5 Ltr capacity best quality white glazed earthern ware	Nos	1.00	5,289.33	5,289
15	15	CP Mixing Valve	Nos	1.00	4,319.86	4,320
16	16	CP Shower 13mm complete in all respect with CP Aarm 02 Nos Stop cock, 1 No CP bib cock, 01 no. CP bib cock, 1 no CP Shower	Nos	2.00	9,040.25	18,081
17	17	Looking Glass 550mm x 400mm size	Each	2.00	2,045.34	4,091
18	18	CP Bib Tap 13mm Dia	Nos	4.00	1,374.58	5,498
19	19	P/F Almirah As per standard design of wapda residence.	Sqm	7.414	21,597.88	160,127
20	20	white glazed earthern ware water closet european type domestic of best quality	Nos	1.00	17,227.88	17,228
					GRAND TOTAL:	Rs710,527.00

Scope of Work

- As per BOQ
- All other requirements/provisions of NGC bidding documents including all forms of bid must be fulfilled & submitted by bidder with the bid

Price Schedule

For Individual Jobs

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

A. General

1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

5.2. A {DOCUMENTS}

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

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

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

1. **Effectiveness of Contract**

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

2. **Commencement of Services**

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

3. **Program schedule**

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

4. **Starting Date/Expiration Date**

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

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

5. **Entire Agreement**

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

6. **Modification**

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

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

7. **Force Majeure**

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

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

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

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

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

8. **Termination**

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

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

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

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

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

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

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

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

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

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

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

C. Obligations of the Contractor

1. **General**

1.1. **Standard of Performance**

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

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

1.2. **Law Applicable to Services**

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

2. **Conflict of Interests**

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

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

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

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

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

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

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

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

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

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

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

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

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

4.1.2. changing the Program of activities; and

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

5. **Reporting Obligations**

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

6. **Liquidated Damages**

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

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

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

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

7. **Performance Guarantee**

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

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

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

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

8. **Sustainable Procurement**

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

D. Contractor's Personnel

1. **Description of Personnel**

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

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

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

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

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

E. Obligations of the Procuring Agency

1. **Change in the Applicable Law**

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

2. **Services and Facilities**

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

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

F. Payments to the Contractor

1. **Contract Price**

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

2. **Terms and Conditions of Payment**

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

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

3. **Quality Control Identifying Defects**

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

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

3.2. A {INSPECTION}

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

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

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

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

5. **Settlement of Disputes Amicable Settlement**

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

6. **Dispute Settlement**

6.1. **Arbitration**

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
	Definitions **The Procuring Agency is:**Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North)),Deputy Manager Civil220 kV Grid Station NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). **The Supplier is:** **The title of the subject procurement is:Procurement of Civil Works-02**
GCC 2	**Applicable/Governing Law:** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan
GCC 3	**Language:** The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

GCC 4	**Notices:** **The addresses for the notices are:** Procuring Agency: Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North)),Deputy Manager Civil 220 kV Grid Station NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). +92-335-740-2378 attamuhammad@ntdc.com.pk Contractor/ Bidder: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 6.1	**The Authorized Representatives are:** **For the Procuring Agency:** Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North)),Deputy Manager Civil 220 kV Grid Station NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). +92-335-740-2378 attamuhammad@ntdc.com.pk **For the Bidder:** **Name: ……** **Designation: ……..** **Address: ……..**
GCC 7	**Effectiveness of the contract** The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

GCC 8	**Commencement of Contract:** The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.
GCC 10.2	**Expiration of Contract:** The time period shall be …….
GCC 14	**Termination** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.
GCC 16	**Conflict of Interest:** The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**
GCC 20	**Liquidated Damages** If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%**of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.
GCC 21	**Performance Guarantee:** The amount of performance guarantee shall be 10.00%of the contract price in acceptable form of Pay Order, Call at Deposit, Bank Guarantee
GCC 27	**Currency of Payment:** All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.
GCC 28	**Payment terms:** Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

GCC 29	**Identifying Defects:** The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

GCC 31	**Following is the guidance for Dispute Resolution**

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

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P14687***

To: **Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North)),Deputy Manager Civil220 kV Grid Station NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

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

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

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

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between**Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North)),Deputy Manager Civil220 kV Grid Station NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Procurement of Civil Works-02 (*P14687*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Deputy Manager (Civil), AM-North NGC, 220 kV Grid Station NKLP, Lahore (General Manager Asset Management National Grid Company (NGC-North)),Deputy Manager Civil220 kV Grid Station NKLP, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

Annexure

1. Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.

1. Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **1. Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.** (page number: 159)

2. Construction of fire protection walls between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.

2. Construction of fire protection walls between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **2. Construction of fire protection walls between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.** (page number: 300)

3. Construction of fire protection walls between Auto transformers at 220kV Grid Station NGC, Kassowal.

3. Construction of fire protection walls between Auto transformers at 220kV Grid Station NGC, Kassowal.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **3. Construction of fire protection walls between Auto transformers at 220kV Grid Station NGC, Kassowal.** (page number: 442)

4. Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.

4. Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **4. Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.** (page number: 581)

5. Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.

5. Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **5. Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.** (page number: 720)

6. New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.

6. New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **6. New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.** (page number: 858)

7. Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.

7. Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **7. Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.** (page number: 997)

8. Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.

8. Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **8. Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.** (page number: 1142)

9. Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.

9. Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **9. Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.** (page number: 1280)

10. Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.

10. Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **10. Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.** (page number: 1418)

11. Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.

11. Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **11. Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.** (page number: 1558)

12. Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.

12. Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **12. Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.** (page number: 1698)

13. Repair and Maintenance of Control House BuiIding at 220kV Grid station NGC, NKLP, Lahore.

13. Repair and Maintenance of Control House BuiIding at 220kV Grid station NGC, NKLP, Lahore.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **13. Repair and Maintenance of Control House BuiIding at 220kV Grid station NGC, NKLP, Lahore.** (page number: 1837)

14. Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.

14. Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **14. Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.** (page number: 1976)

15. Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.

15. Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **15. Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.** (page number: 2114)

16. Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

16. Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **16. Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.** (page number: 2253)

17. R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.

17. R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **17. R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.** (page number: 2392)

18. R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

18. R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **18. R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.** (page number: 2531)

19. R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.

19. R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **19. R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.** (page number: 2670)

20. Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.

20. Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **20. Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.** (page number: 2809)

21. Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

21. Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **21. Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.** (page number: 2948)

22. Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

22. Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **22. Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.** (page number: 3087)

23. Repair & Maintenanceto D-1 Block # 4 Wapda Town Lahore

23. Repair & Maintenance to D-1 Block # 4 Wapda Town Lahore

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **23. Repair & Maintenanceto D-1 Block # 4 Wapda Town Lahore** (page number: 3226)

24.Repair & Maintenance C-04 , 220 kV GS, NKLP Lahore

24.Repair & Maintenance C-04 , 220 kV GS, NKLP Lahore

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **24.Repair & Maintenance C-04 , 220 kV GS, NKLP Lahore** (page number: 3365)

Procurement Forms

Past Experience and Completed Contracts

- Kindly fill and submitthe attached form
- All other requirements/provisions of NGC bidding documents including all forms of bid must be fulfilled & submitted by bidder with the bid

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 3504)

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

- Kindly fill and submitthe attached form
- All other requirements/provisions of NGC bidding documents including all forms of bid must be fulfilled & submitted by bidder with the bid

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 3505)

Current Contracts and Their Progress

- Kindly fill and submitthe attached form
- All other requirements/provisions of NGC bidding documents including all forms of bid must be fulfilled & submitted by bidder with the bid

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 3507)

Financial Capacity and Net Worth Evaluation Form

- Kindly fill and submitthe attached form
- All other requirements/provisions of NGC bidding documents including all forms of bid must be fulfilled & submitted by bidder with the bid

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 3508)

Average Annual Turnover

- Kindly fill and submitthe attached form
- All other requirements/provisions of NGC bidding documents including all forms of bid must be fulfilled & submitted by bidder with the bid

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 3510)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 01)

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMER AND POWER TRANSFORMER AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 01)

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMER AND POWER TRANSFORMER AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

SUMMARY OF CONTENTS

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INVITATION FOR BID

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 01) ITB-2

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT.
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance to 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

Deputy Manager
Civil AM–North NGC Lahore

Ad Size 20x3

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMER AND POWER TRANSFORMER AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 01)** The scope of work is as follows: **CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMER AND POWER TRANSFORMER AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE.**
IB 2.1	Source of Funding: *NGCP own Resources*

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IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, EE-05 and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 3.627 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.813 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.906 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 100,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 01)

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMER AND POWER TRANSFORMER AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE.

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further

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declare and confirm that we the parties to the Joint Venture 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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

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	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 01)**

Name of the Project: **CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMER AND POWER TRANSFORMER AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE.**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 01)**

Name of the Project: **CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMER AND POWER TRANSFORMER AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE.**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**150 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material.

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. ***The Bill of Quantities are divided into separate schedules as attached:***
2. ***Bidders shall price the Bill of Quantities in local currency only.***

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of
Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)

Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract;
   (f) The General Conditions;
   (g) The priced Bill of Quantities;
   (h) The completed Appendices to Bid;
   (i) The Drawings;
   (j) The Specifications.
   (k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

(c) exceptionally adverse climatic conditions,

(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs.

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".

(in case Clause 60.11 is applicable)

The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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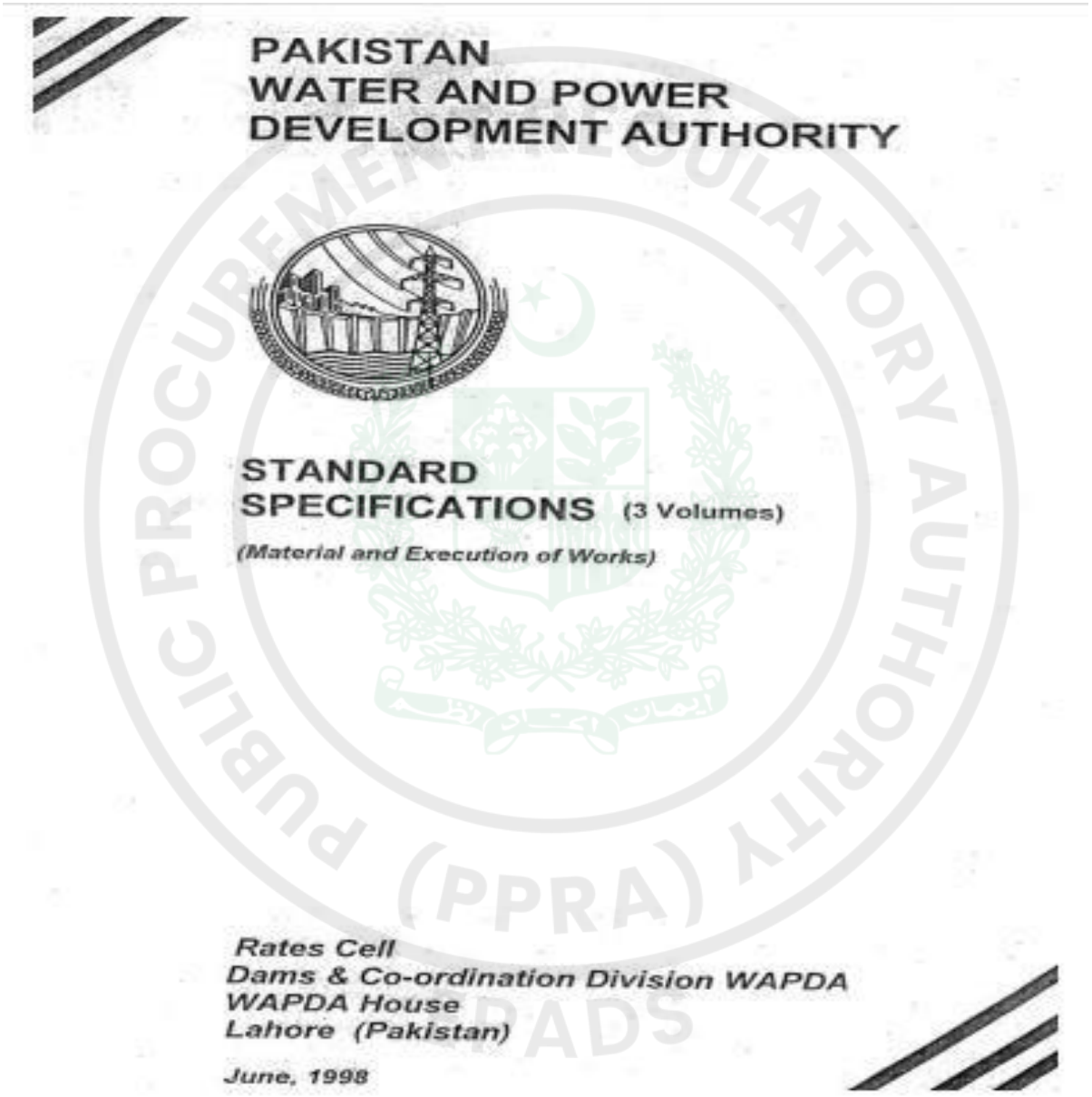
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMER AND POWER TRANSFORMER AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMER AND POWER TRANSFORMER AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE.

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In accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, "if and when required" basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer's approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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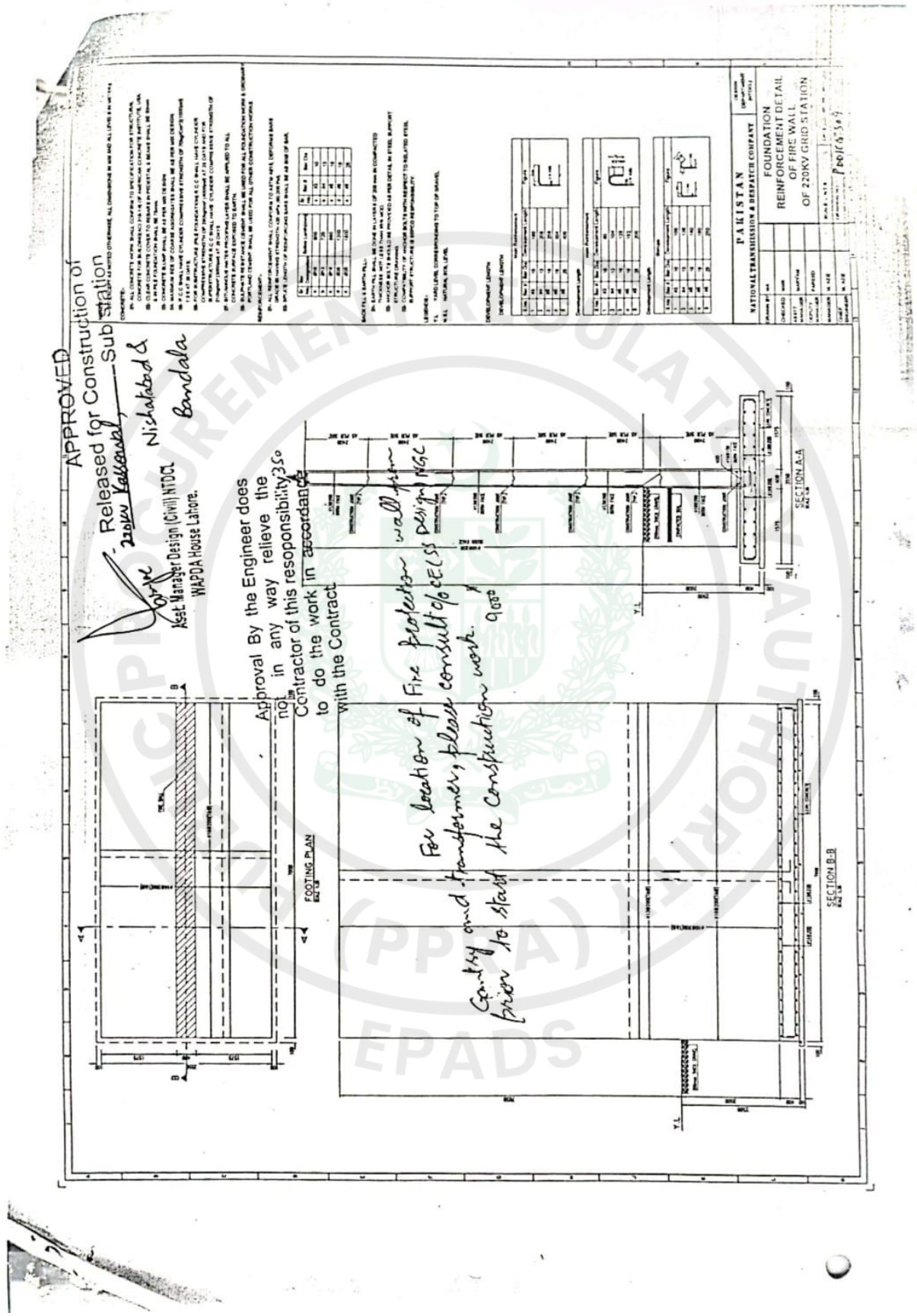

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 02)

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KALA SHAH KAKU.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 02)

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KALA SHAH KAKU.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 02) ITB-2

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT.
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance to 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

Deputy Manager
Civil AM–North NGC Lahore

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KALA SHAH KAKU.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 02)** The scope of work is as follows: **CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KALA SHAH KAKU.**
IB 2.1	Source of Funding: *NGCP own Resources*

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IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, EE-05 and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 12.078 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 6.039 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 3.019 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.
	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 350,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 02)

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KALA SHAH KAKU.

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further

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declare and confirm that we the parties to the Joint Venture 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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 02)**

Name of the Project: **CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KALA SHAH KAKU.**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 02)**

Name of the Project: **CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KALA SHAH KAKU.**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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

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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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**150 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material.

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. ***The Bill of Quantities are divided into separate schedules as attached:***
2. ***Bidders shall price the Bill of Quantities in local currency only.***

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

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Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information

QF-2 Construction Experience

QF-3 Performance Certificate

QF-4 Current Contract Commitments

QF-5 Financial Data

QF-6 Annual Turnover Data

QF-7 Financial Resources

QF-8 Bank Certificate

QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of
Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract;
   (f) The General Conditions;
   (g) The priced Bill of Quantities;
   (h) The completed Appendices to Bid;
   (i) The Drawings;
   (j) The Specifications.
   (k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

(c) exceptionally adverse climatic conditions,

(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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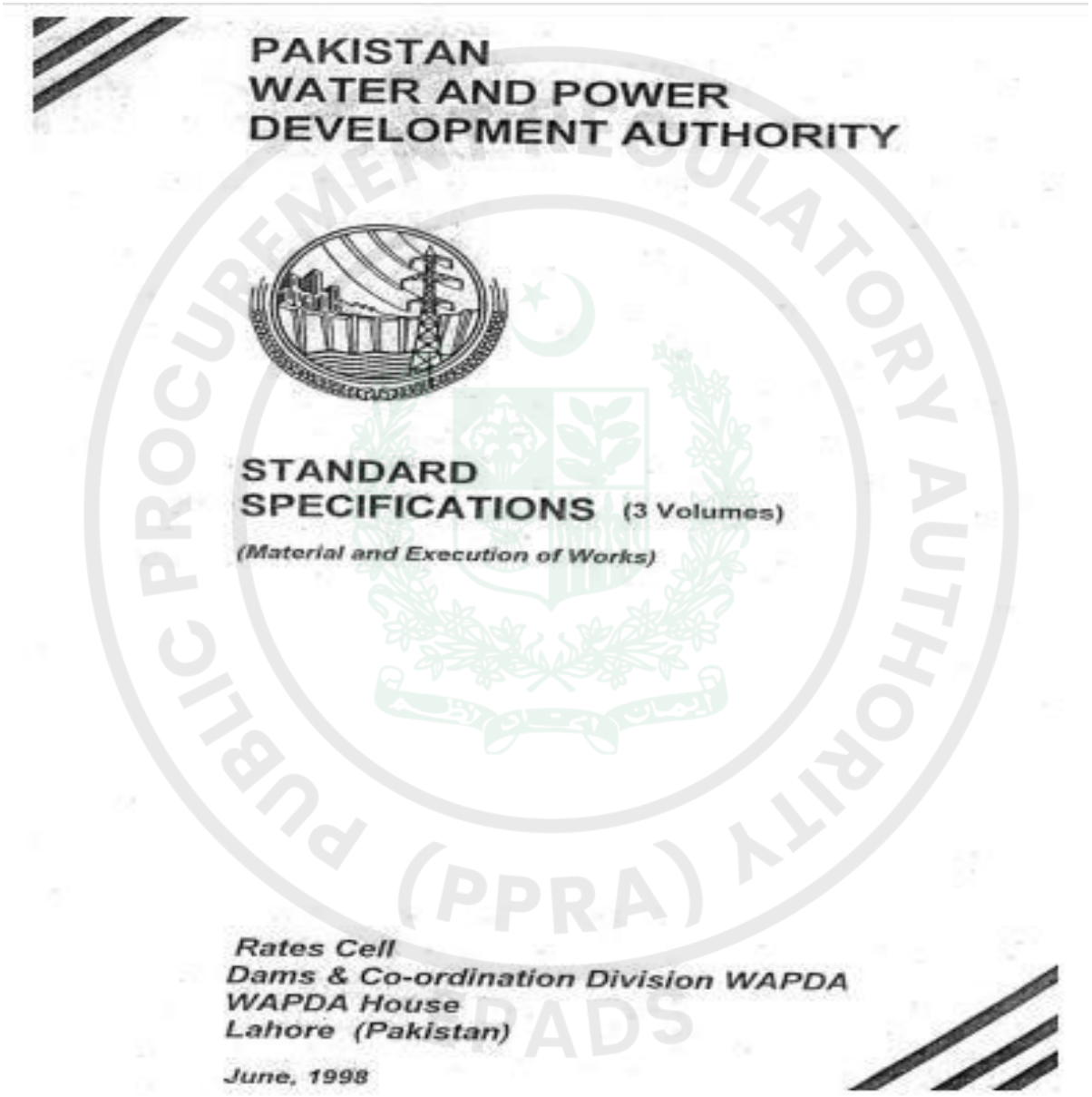
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KALA SHAH KAKU.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

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2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

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CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KALA SHAH KAKU.

In accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, "if and when required" basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of

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the project shall be responsibility of the contractor, but the contractor will be liable for the Employer's approval before the implementation of such drawings (allied drawings).

4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

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iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).

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14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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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.

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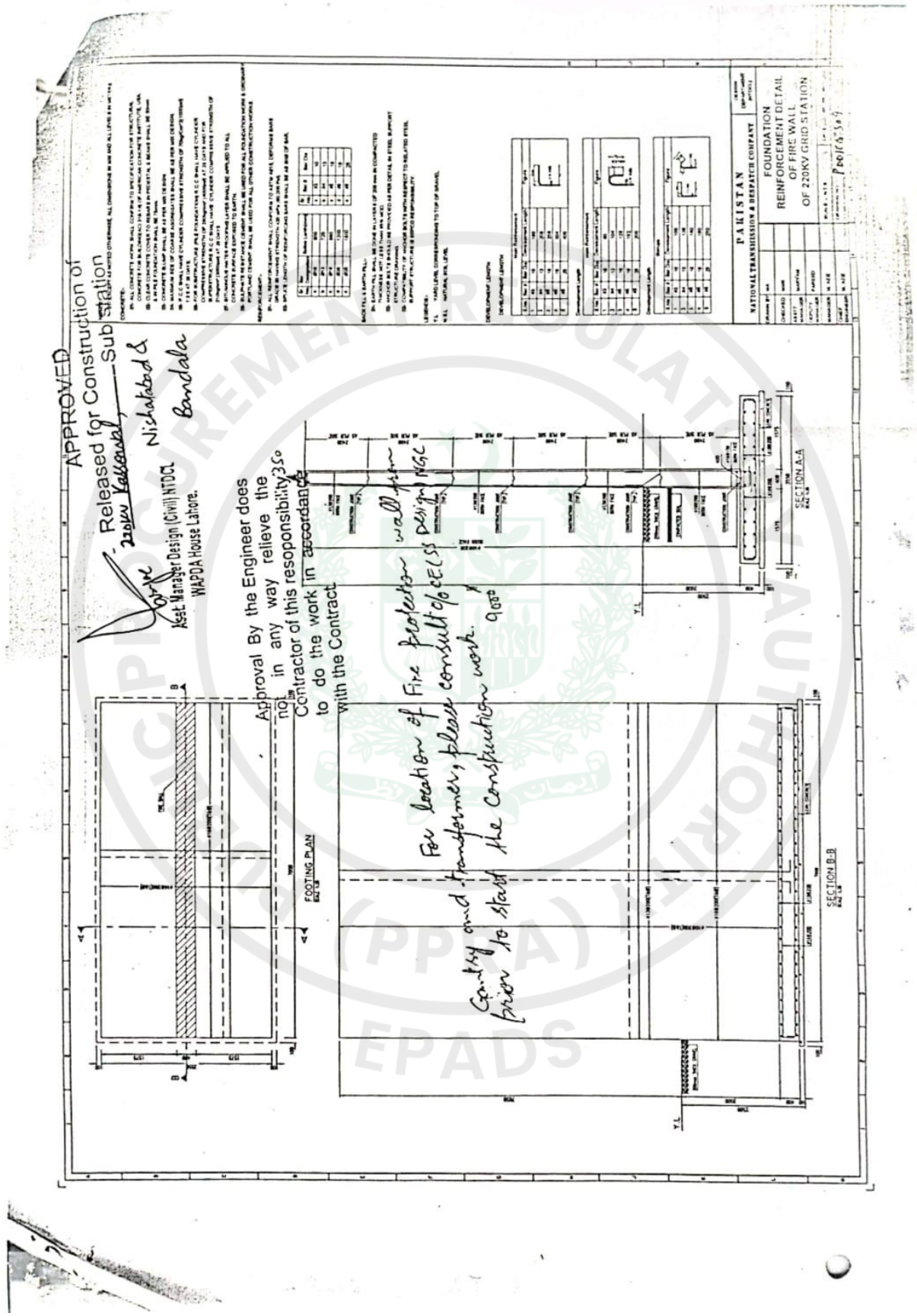

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 03)

CONSTRUCTION OF FIRE PROTECTION WALLS BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KASSOWAL.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 03)

CONSTRUCTION OF FIRE PROTECTION WALLS BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KASSOWAL.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 03) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **CONSTRUCTION OF FIRE PROTECTION WALLS BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KASSOWAL.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 03)** The scope of work is as follows: **"CONSTRUCTION OF FIRE PROTECTION WALLS BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KASSOWAL."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, EE-05 and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 3.183 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.5915 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.79575 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 1,00,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **23-04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 03)

"CONSTRUCTION OF FIRE PROTECTION WALLS BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KASSOWAL."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid: Special Stipulations		FOB -07
4.	Appendix B to Bid: Bill of Quantities		FOB-10
5.	Appendix E to Bid: Proposed Construction Schedule		FOB-15
6.	Appendix F to Bid: Method of Performing Works		FOB-17
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16.	**Standard Forms**		
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	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

Section - III

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 03) FOB-10

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 03)**

Name of the Project: **"CONSTRUCTION OF FIRE PROTECTION WALLS BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KASSOWAL."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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 IB-16 (as applicable).

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(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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 03)**

Name of the Project: "**CONSTRUCTION OF FIRE PROTECTION WALLS BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KASSOWAL."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**150 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material.

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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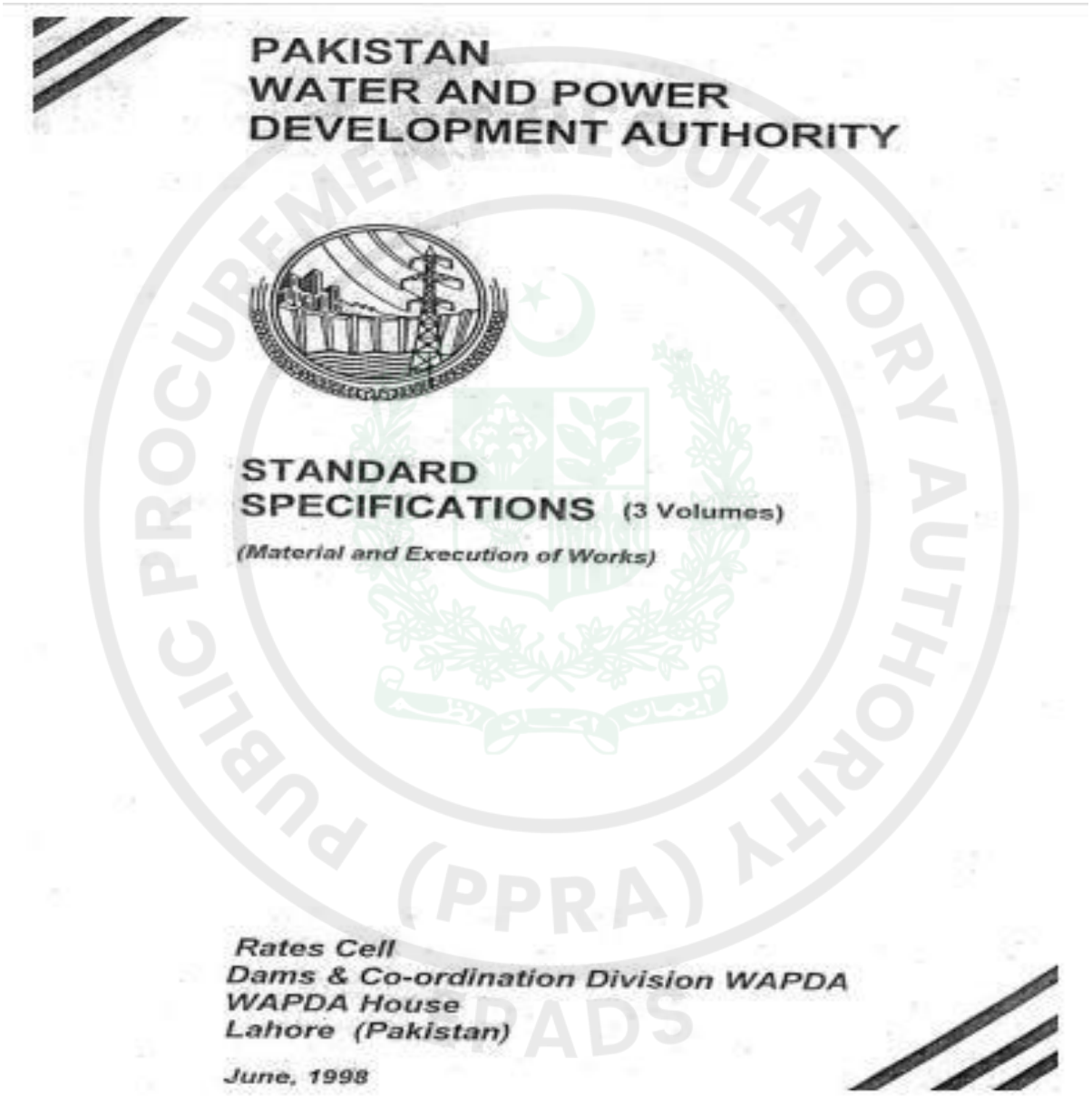
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

CONSTRUCTION OF FIRE PROTECTION WALLSBETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KASSOWAL.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

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3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

CONSTRUCTION OF FIRE PROTECTION WALLS BETWEEN AUTO TRANSFORMERS AT 220KV GRID STATION NGC, KASSOWAL.

In accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

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All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer's approval before the implementation of such drawings (allied drawings).

4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

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iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.

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13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.
15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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CHAPTER NO.1

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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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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.

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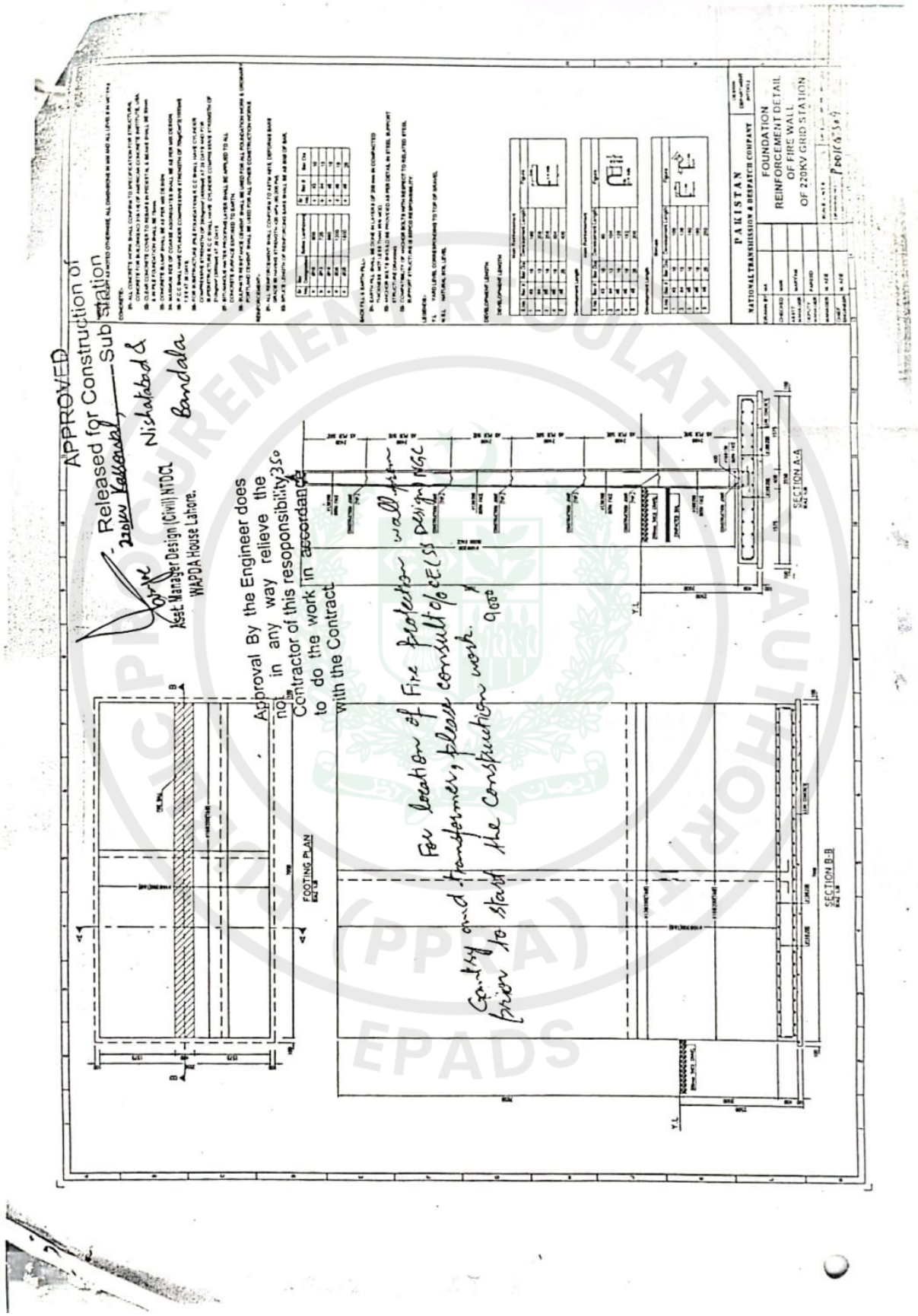

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (SR. NO. 4)

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS T-01 & T-02 AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 4)

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS T-01 & T-02 AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

SUMMARY OF CONTENTS

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INVITATION FOR BID

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 4) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
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18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS T-01 & T-02 AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 4)** The scope of work is as follows: **"CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS T-01 & T-02 AT 220KV GRID STATION NGC, BANDALA, FAISALABAD."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, EE-05 and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 3.18 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.59 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.795 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 100,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-01 2025-26 (SR. NO. 4)

"CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS T-01 & T-02 AT 220KV GRID STATION NGC, BANDALA, FAISALABAD."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 4)**

Name of the Project: **"CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS T-01 & T-02 AT 220KV GRID STATION NGC, BANDALA, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 04)**

Name of the Project: "**CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS T-01 & T-02 AT 220KV GRID STATION NGC, BANDALA, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**150 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

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Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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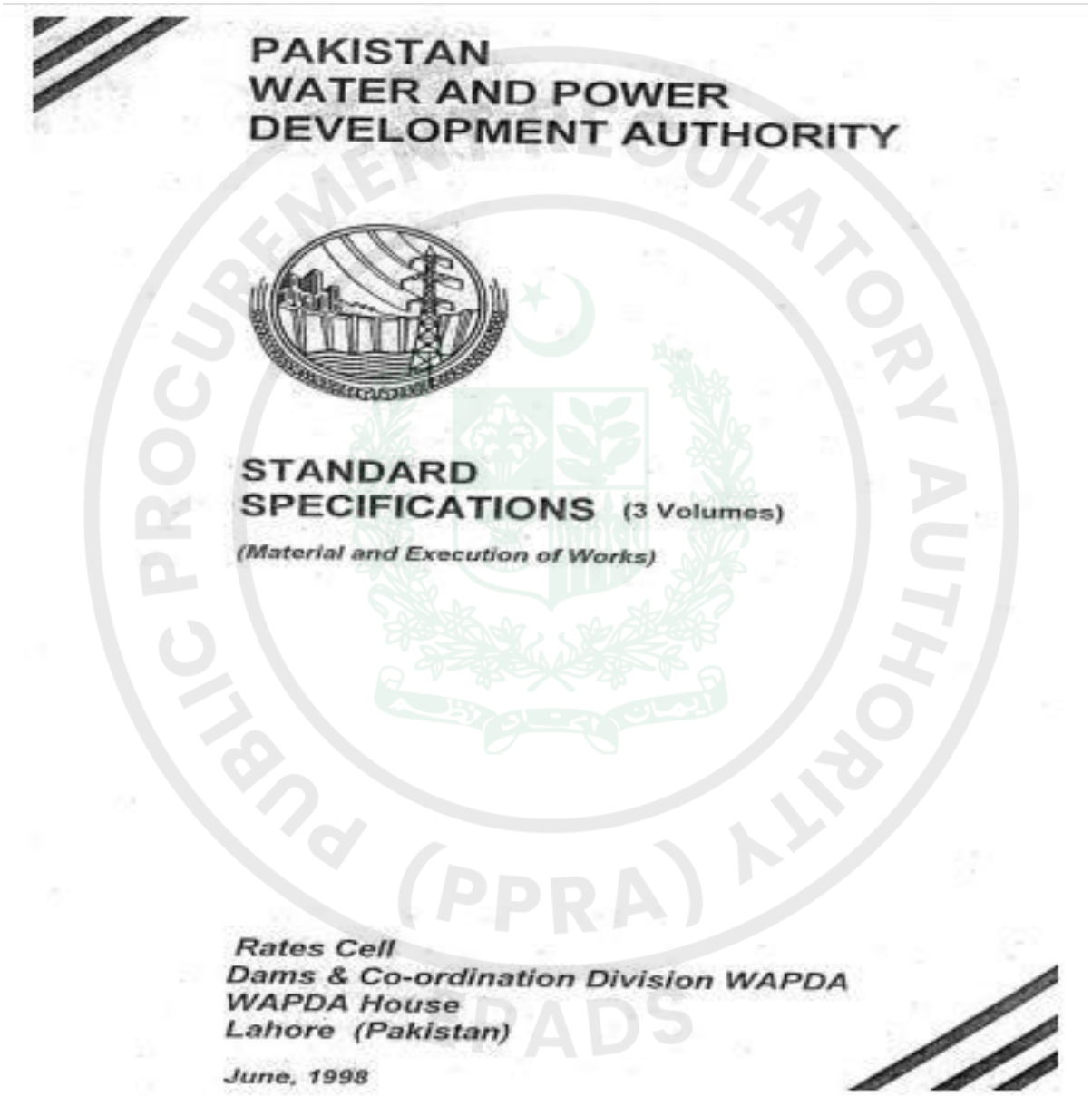
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS T-01 & T-02 AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

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2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

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CONSTRUCTION OF FIRE PROTECTION WALL BETWEEN AUTO TRANSFORMERS T-01 & T-02 AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.

In accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of

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the project shall be responsibility of the contractor, but the contractor will be liable for the Employer's approval before the implementation of such drawings (allied drawings).

4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

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iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).

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14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.
15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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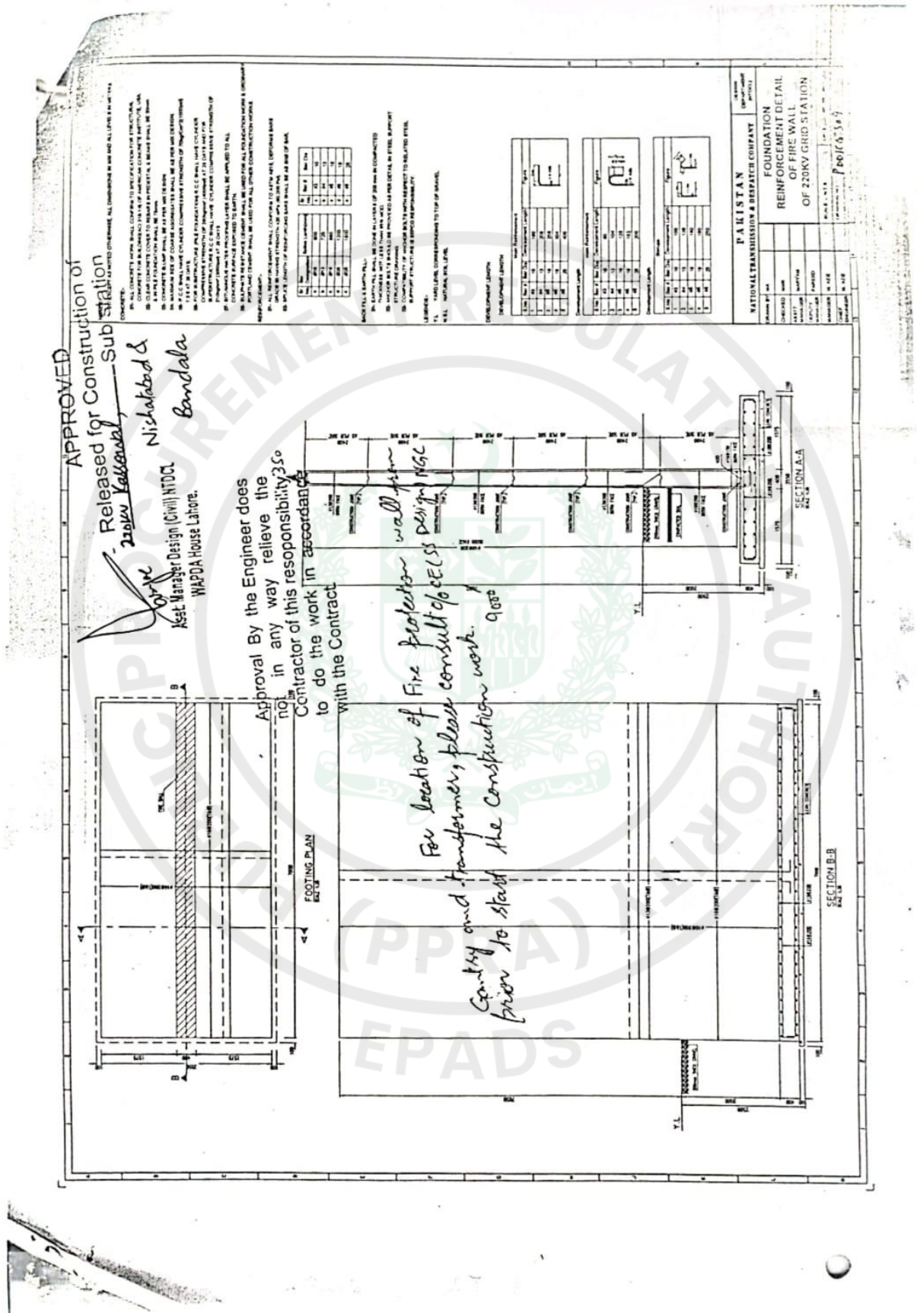

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 5)

CONSTRUCTION OF FIBRE GLASS VEHICLE PARKING SHED AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 5)

CONSTRUCTION OF FIBRE GLASS VEHICLE PARKING SHED AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

SUMMARY OF CONTENTS

Section No.	Description	Page No
	Invitation For Bids	ITB [1-2]
I	Instructions To Bidders (ITB)	ITB [3-17]
II	Bid Data Sheet (BDS)	BDS [1-31]
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IV	General Conditions of Contract (GCC)	GCC-[1]
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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 5) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
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15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
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19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **CONSTRUCTION OF FIBRE GLASS VEHICLE PARKING SHED AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 5)** The scope of work is as follows: **"CONSTRUCTION OF FIBRE GLASS VEHICLE PARKING SHED AT 220KV GRID STATION NGC, BANDALA, FAISALABAD."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 3.059 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.529 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.764 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 100,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 05)

"CONSTRUCTION OF FIBRE GLASS VEHICLE PARKING SHED AT 220KV GRID STATION NGC, BANDALA, FAISALABAD."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 5)**

Name of the Project: **"CONSTRUCTION OF FIBRE GLASS VEHICLE PARKING SHED AT 220KV GRID STATION NGC, BANDALA, FAISALABAD GRID STATION NGC BANDALA, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 5)**

Name of the Project: "**CONSTRUCTION OF FIBRE GLASS VEHICLE PARKING SHED AT 220KV GRID STATION NGC, BANDALA, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

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Note: Attach additional sheets, if necessary.

Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

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Name of Buyer: ……
Signature: ……
[Seal]

Name of Seller/Supplier: ……
Signature: ……
[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1	General Information
QF-2	Construction Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Annual Turnover Data
QF-7	Financial Resources
QF-8	Bank Certificate
QF-9	Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____ _____
_____ Corporate Guarantor
Name, Title & Address (Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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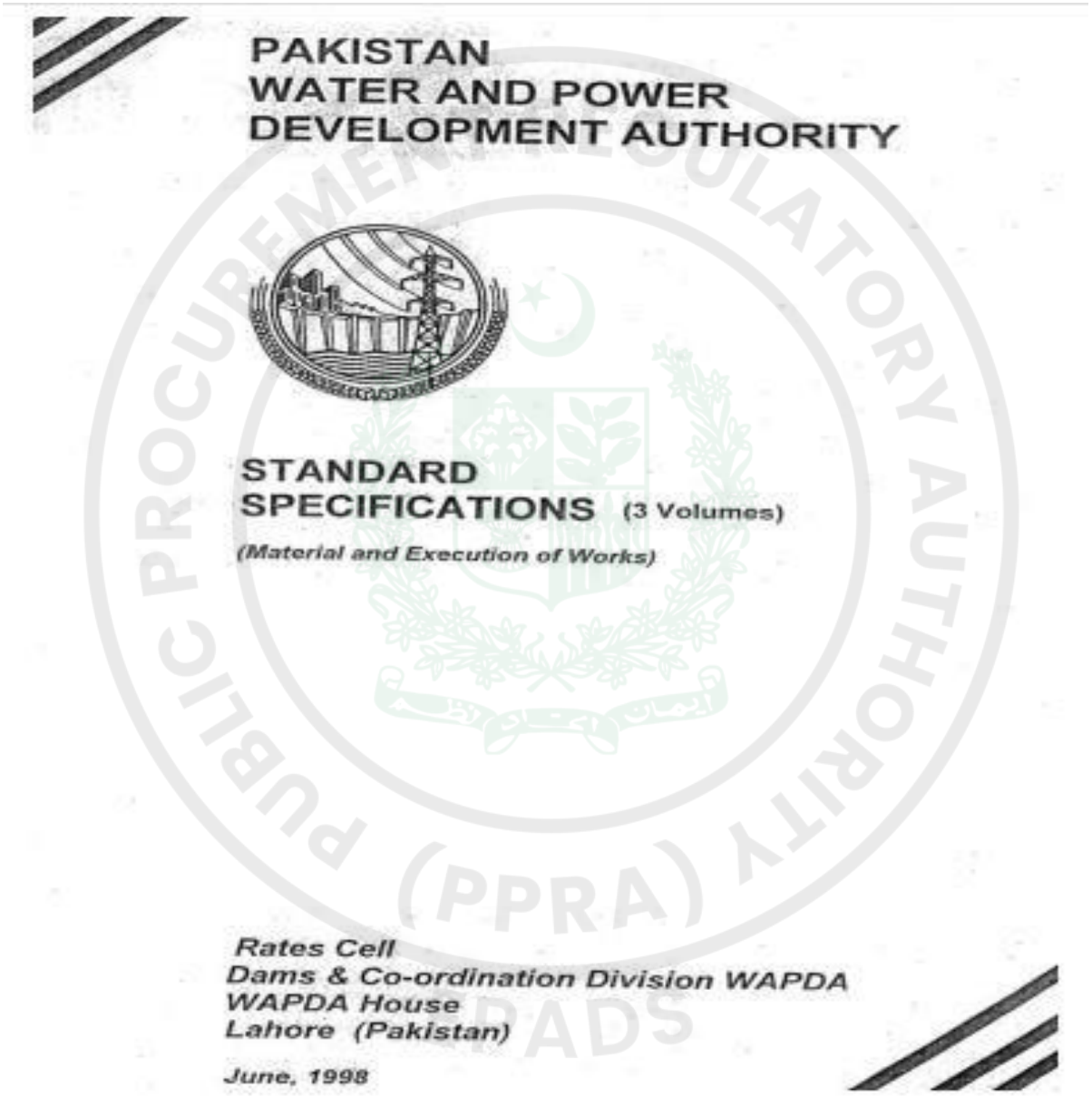
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

CONSTRUCTION OF FIBRE GLASS VEHICLE PARKING SHED AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

CONSTRUCTION OF FIBRE GLASS VEHICLE PARKING SHED AT 220KV GRID STATION NGC, BANDALA, FAISALABAD.

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 06)

NEW WATER SUPPLY LINE AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE
UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 06)

NEW WATER SUPPLY LINE AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

……

……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 06) ITB-2

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT.
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance to 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

Deputy Manager
Civil AM–North NGC Lahore

Ad Size 20x3

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **NEW WATER SUPPLY LINE AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 06)** The scope of work is as follows: **NEW WATER SUPPLY LINE AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 12.262 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 6.131 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 3.065 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 350,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 06)

NEW WATER SUPPLY LINE AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further

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declare and confirm that we the parties to the Joint Venture 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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

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	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 06)**

Name of the Project: **NEW WATER SUPPLY LINE AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE.**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 06)**

Name of the Project: **NEW WATER SUPPLY LINE AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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

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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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**175 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material.

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. ***The Bill of Quantities are divided into separate schedules as attached:***
2. ***Bidders shall price the Bill of Quantities in local currency only.***

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

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Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] *Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).*
[b] *Remaining contract period to be calculated from 28 days prior to bid submission deadline.*
c *The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.*

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of
Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)

Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract;
   (f) The General Conditions;
   (g) The priced Bill of Quantities;
   (h) The completed Appendices to Bid;
   (i) The Drawings;
   (j) The Specifications.
   (k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

(c) exceptionally adverse climatic conditions,

(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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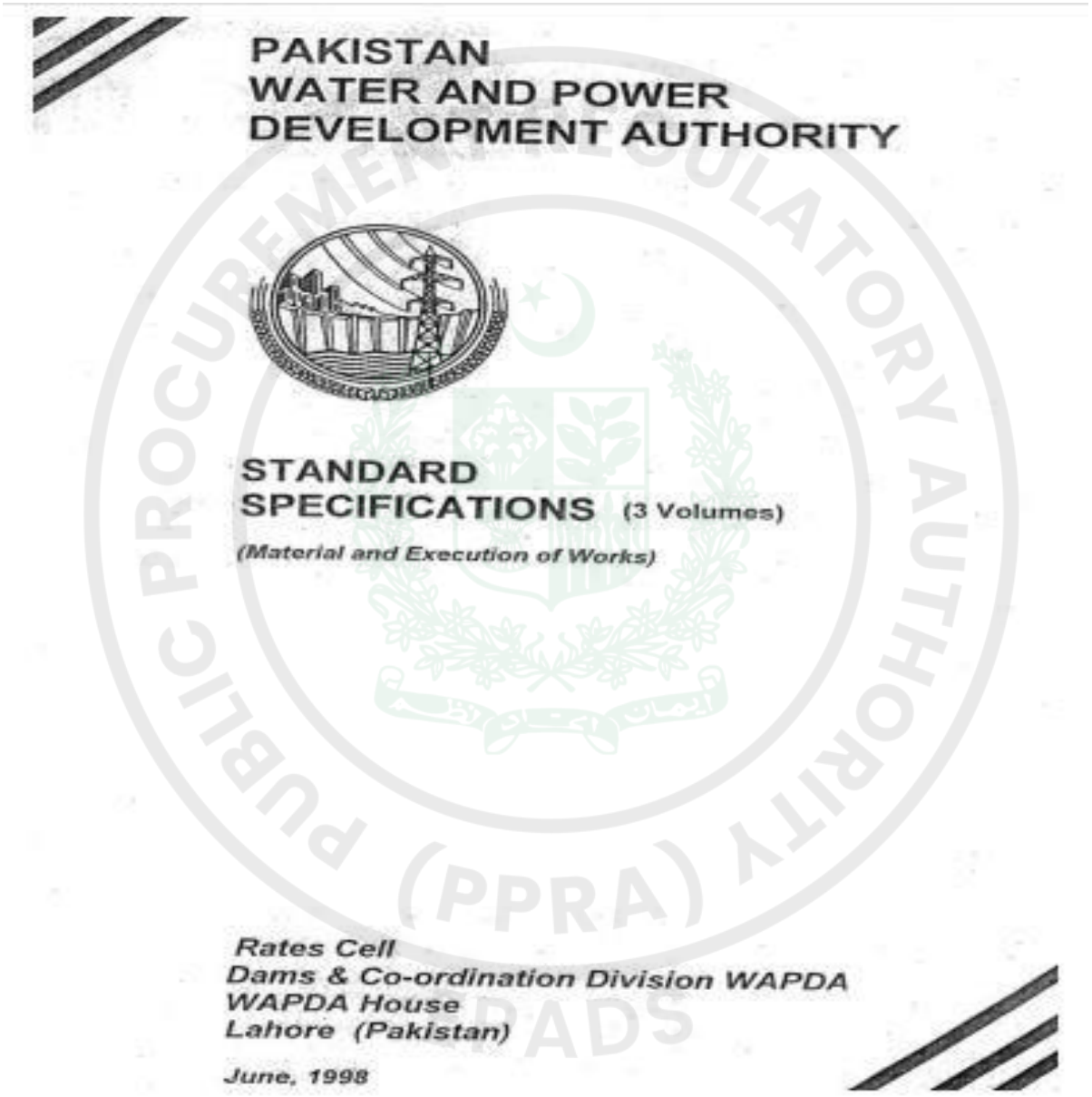
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

NEW WATER SUPPLY LINE AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

NEW WATER SUPPLY LINE AT 220KV GRID STATION NGC, RAVI ROAD, LAHORE

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, "if and when required" basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer's approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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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.

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NATIONAL GRID COMPANY OF PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 07)

CONSTRUCTION OF ANNEXE AT 220KV GRID STATION NGC, NKLP, LAHORE.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

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BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 07)

CONSTRUCTION OF ANNEXE AT 220KV GRID STATION NGC, NKLP, LAHORE.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 07) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
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5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
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21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026**.

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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;

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(b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **CONSTRUCTION OF ANNEXE AT 220KV GRID STATION NGC, NKLP, LAHORE.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 07)** The scope of work is as follows: **"CONSTRUCTION OF ANNEXE AT 220KV GRID STATION NGC, NKLP, LAHORE."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 31.034 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 15.517 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 7.758 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 1,000,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 07)

"CONSTRUCTION OF ANNEXE AT 220KV GRID STATION NGC, NKLP, AHORE."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible

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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, 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 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, 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 favor 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.

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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 Partners, we, the

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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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 07)**

Name of the Project: **"CONSTRUCTION OF ANNEXE AT 220KV GRID STATION NGC, NKLP, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 07)**

Name of the Project: "**CONSTRUCTION OF ANNEXE AT 220KV GRID STATION NGC, NKLP, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

Appendix-A to Bid

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 07) FOB-6

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**175 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. ***The Bill of Quantities are divided into separate schedules as attached:***
2. ***Bidders shall price the Bill of Quantities in local currency only.***

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
    a) Power (expected power load, etc.).
    b) Water (required amount and system proposed).
    c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
    a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
    b) Warehouses and Storage Areas (area required, type of construction and layout).
    c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

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Note: Attach additional sheets, if necessary.

Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the

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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-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1	General Information
QF-2	Construction Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Annual Turnover Data
QF-7	Financial Resources
QF-8	Bank Certificate
QF-9	Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
					Total Monthly Financial Requirement for Current Contract Commitments		**$** . . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

 Change the text as follows for Joint Venture:

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of
Rs…… to M/s…… to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

BID SECURITY (Bank Guarantee)

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 07) FOB-37

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)

Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
   _____ Name_____
   Corporate Secretary (Seal) Title_____
2. _____

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_____ _____
Name, Title & Address Corporate Guarantor
(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between
_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract;
   (f) The General Conditions;
   (g) The priced Bill of Quantities;
   (h) The completed Appendices to Bid;
   (i) The Drawings;
   (j) The Specifications.
   (k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT
FOR WORKS OF CIVIL
ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all

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such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

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(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

10.1 Performance Security

The text is deleted and substituted with the following:

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The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

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a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;

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(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

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16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.
(b) For loss or damage to Equipment: Full value of the loss/damage.
(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in

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Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.
Costs of such insurances shall be borne by the Contractor.

The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

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31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

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35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,
(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for

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extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability

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Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

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The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money
a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

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The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

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68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

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74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing

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of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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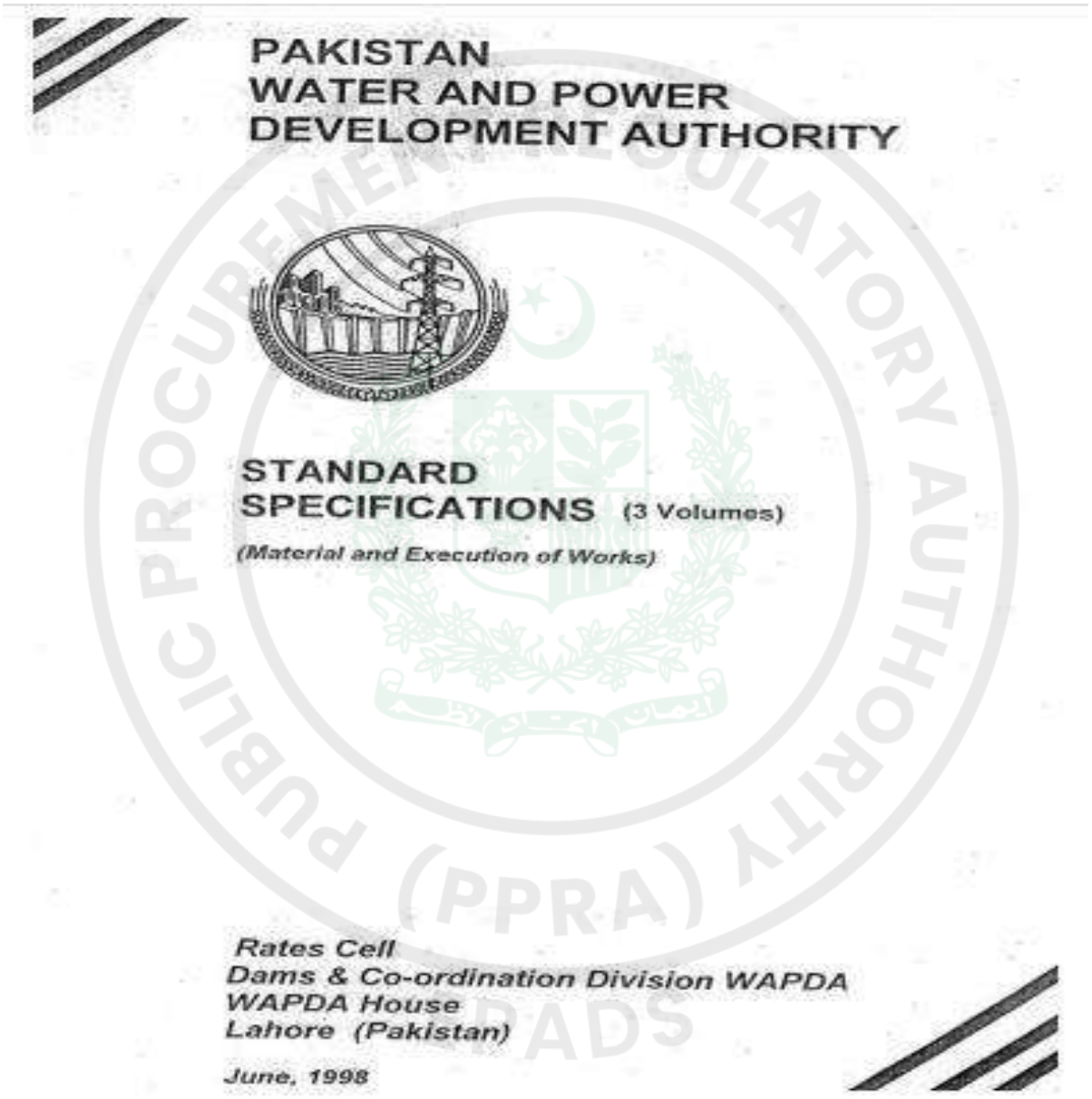
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

CONSTRUCTION OF ANNEXE AT 220KV GRID STATION NGC, NKLP, LAHORE.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

CONSTRUCTION OF ANNEXE AT 220KV GRID STATION NGC, NKLP, LAHORE.

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)
General Guidelines
For Verification & Processing of Payment, Certificates/Bills (IPCs)
Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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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.

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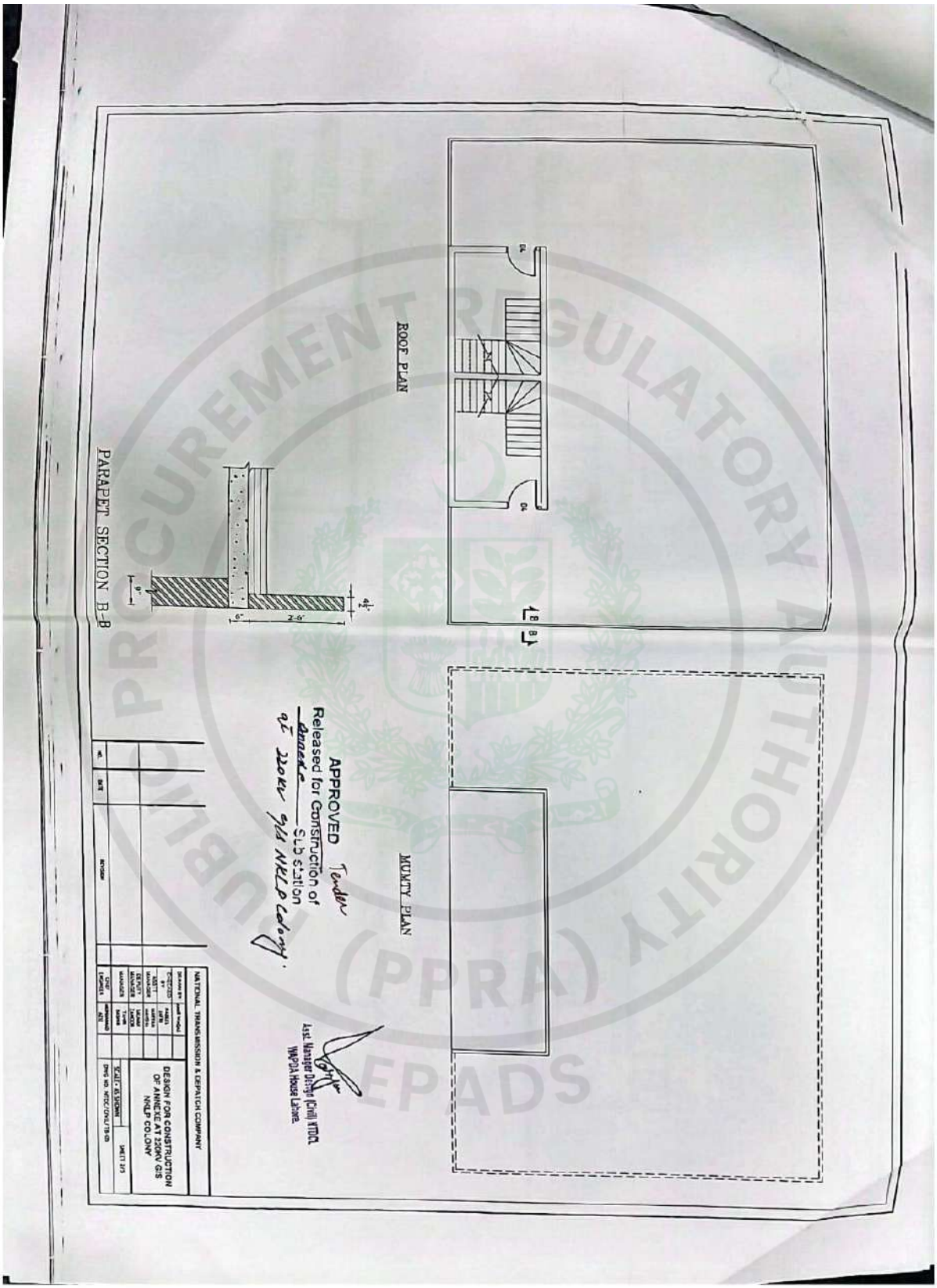

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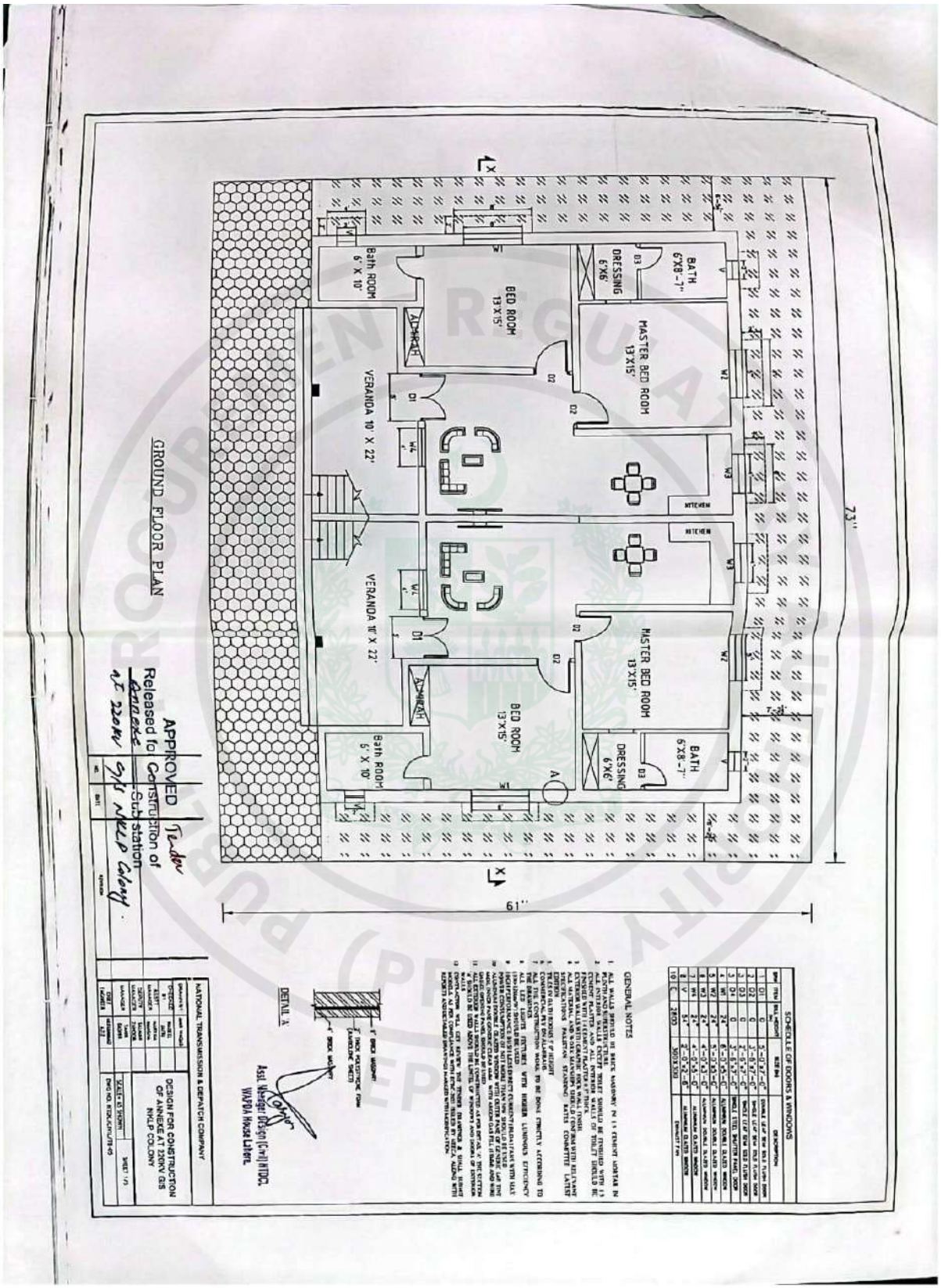

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National Grid Company of Pakistan Limited (NGC)

(Formerly NTDC)

Ref No. CE/CIVIL/NGC//MDC/9857-60 OFFICE OF CHIEF ENGINEER (CIVIL)

Date : 29 - 7 - 2025

Deputy Manager (Civil) NGC, AM(N)
NKLP, Lahore

Subject: **ISSUANCE OF TENDER DRAWING FOR CONSTRUCTION OF 02 NOS. ANNEXES AT NEW KOT LAKHPAT GRID STATION LAHORE**

Ref: i). DMD(ADM)NGC, office Noting No. 3278 dated 15-05-2025 marked in o/o (CE(Civil) NGC dated 05-06-2025
ii). CE(Civil) NGC office Noting NO. 6102 dated 13-05-2025

With reference to the above, it is stated that this office has prepared the detailed tender drawings for the two annexes at the subject grid station, in compliance with the directions of the worthy DMD (AD&M) NGC vide ref (i).

Accordingly, enclosed please find herewith following tender drawings for 02 Nos annexes at subject Grid Station after fulfilling all codal formalities at your end:

Sr. No.	Description	Drawing No.
1.	Design for Construction of Annexe at 220kV G/S NKLP Colony	NTDC/CIVIL/TB-05 (5 Sheets)

DA/As Above

Manager (Design) Civil NGC 29/7/25

Copies To:

1. DMD(AD&M) NGC, WAPDA House, Lahore
2. CE(GSO) NGC, NTDC House. Gulberg-III, Lahore
3. Manager (Civil) Construction NGC, WAPDA House, Lahore
   - Master File
   - Relevant File

AM (civil) -II
Please discuss on Top priority

Deputy Manager (CIVIL) LHR			
Dairy #	071	Date	04/08/25
AM (Lhr)	✓	AM (Fsd)	
DAO		Steno	
T. Assist			

Address: Office No. 108-Wapda House, Lahore Pakistan Tel No: 042-99203527-28 Email : cecivil@ntdc.com.pk

Striving for Reliable Grid

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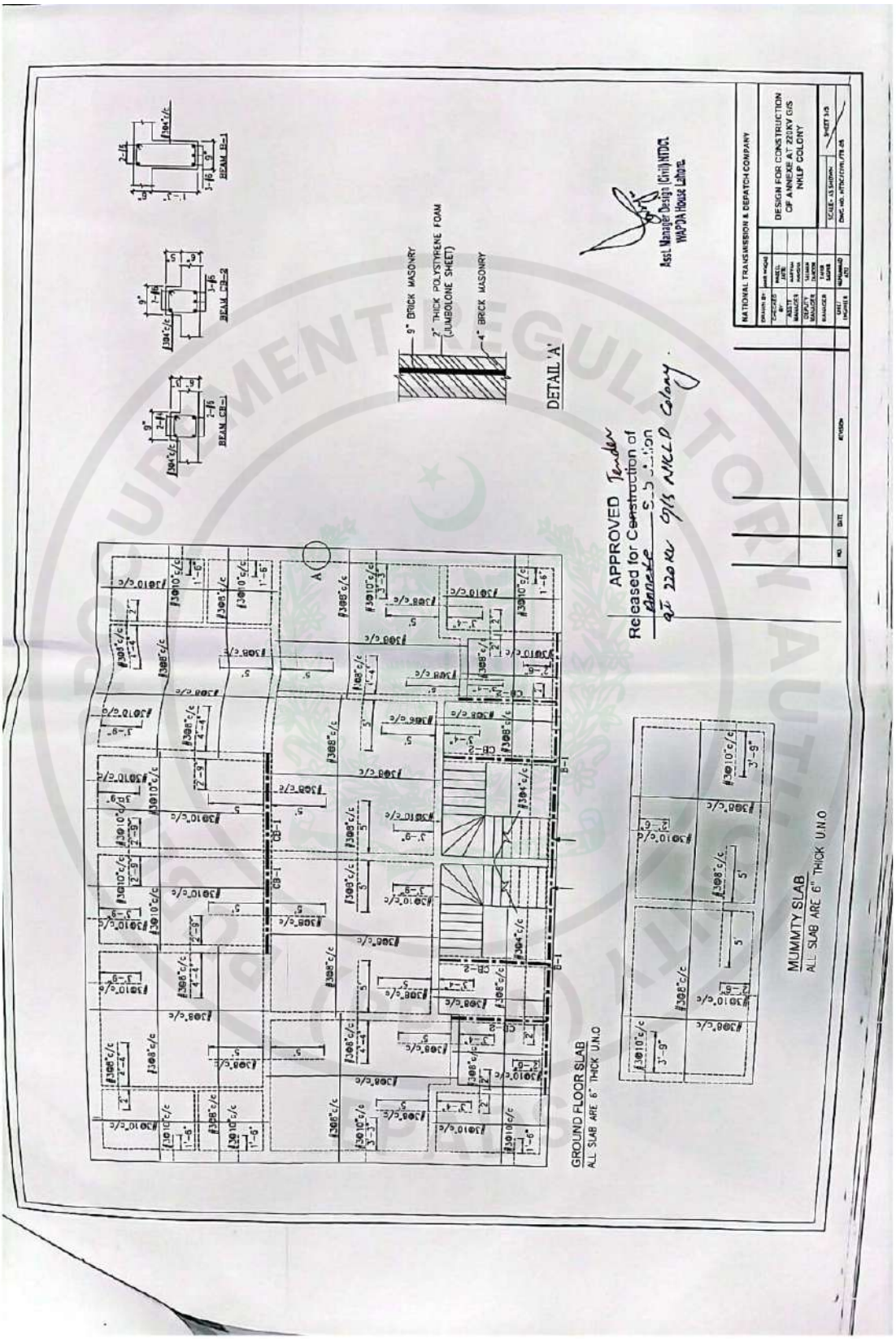

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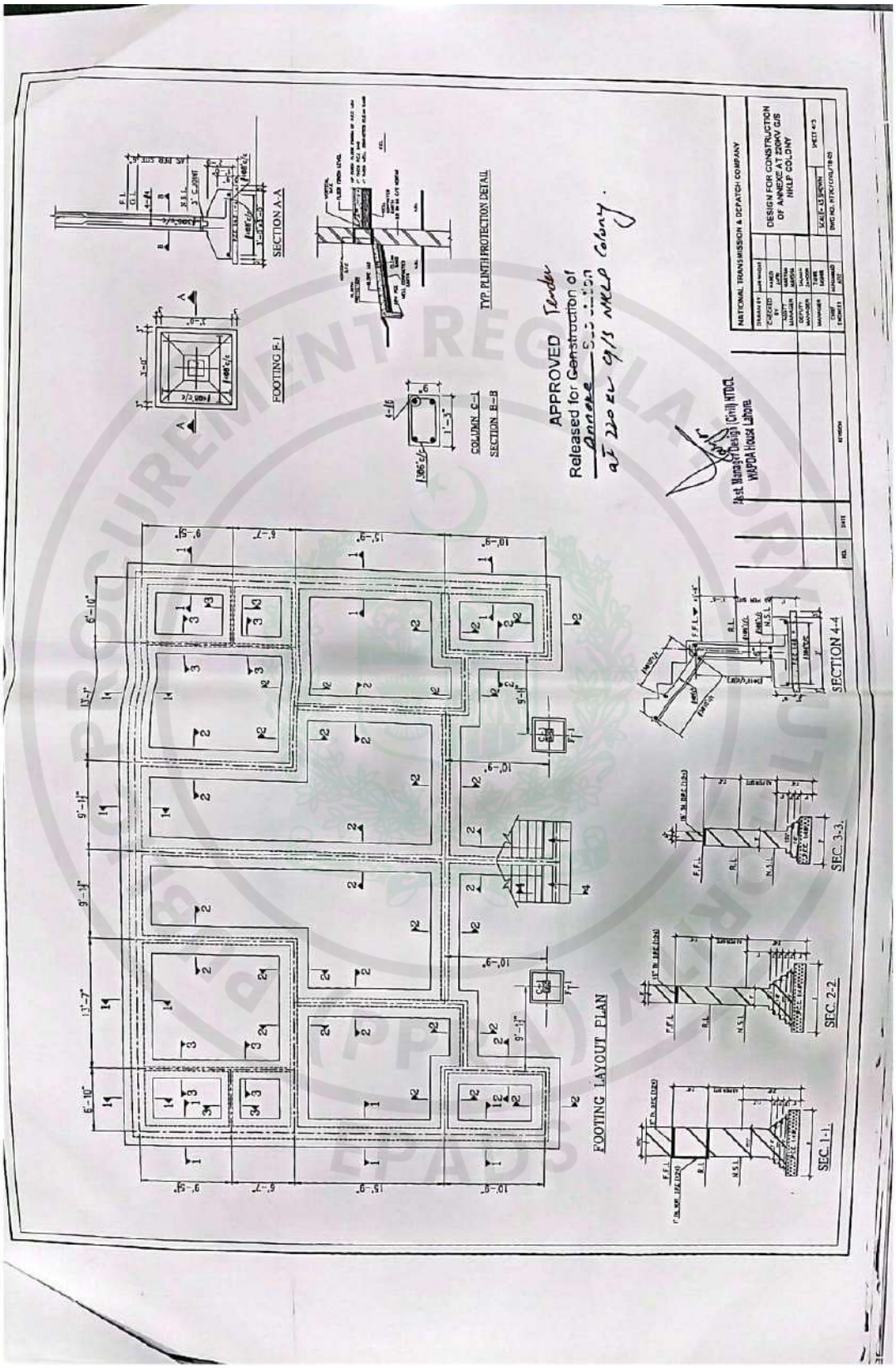

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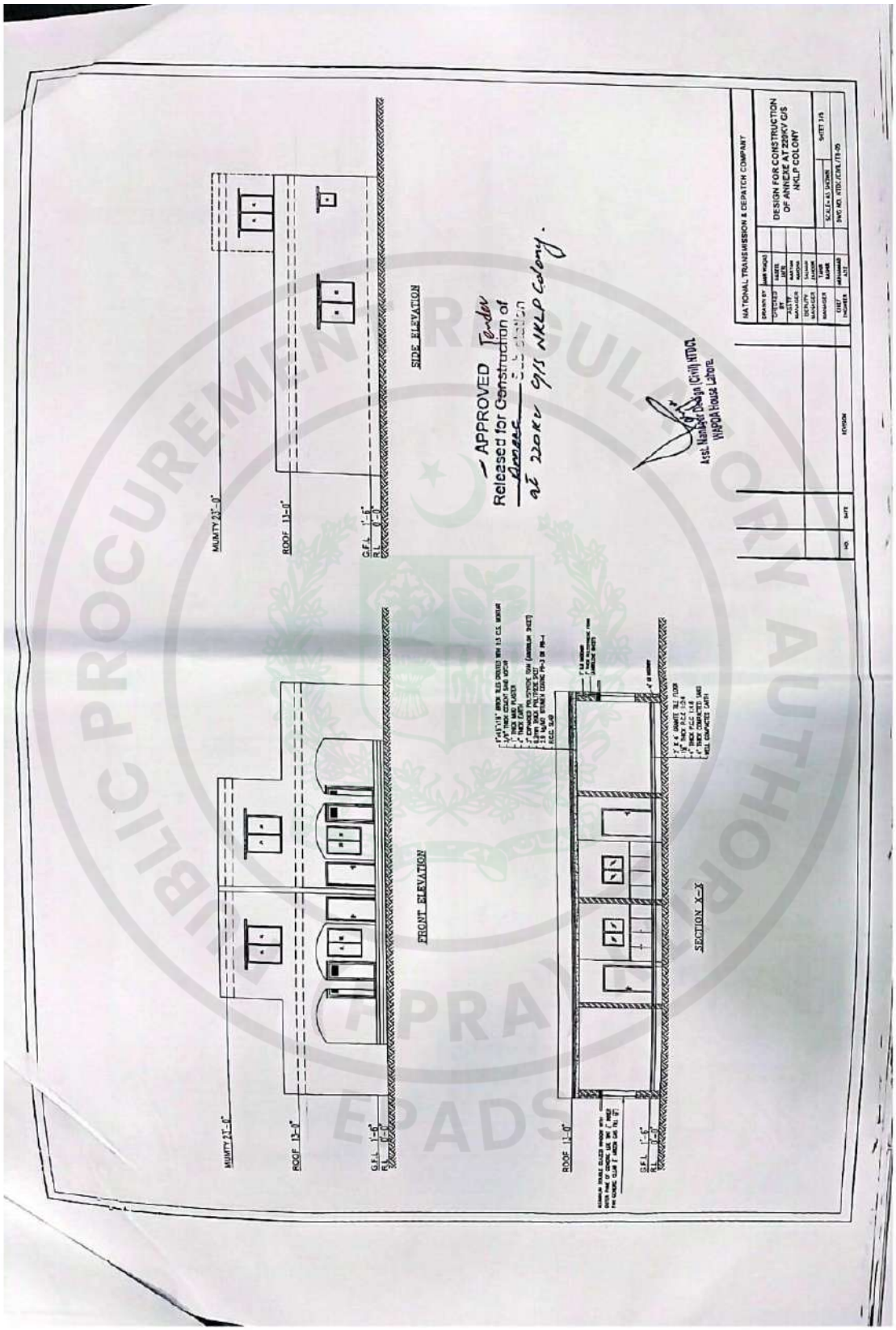

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 08)

REPAIR & MAINTENANCE OF 132KV G.I.S HALL AT 220KV GRID STATION NGC BANDALA, FAISALABAD.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 8)

REPAIR & MAINTENANCE OF 132KV G.I.S HALL AT 220KV GRID STATION NGC BANDALA, FAISALABAD.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

SUMMARY OF CONTENTS

Section No.	Description	Page No
	Invitation For Bids	ITB [1-2]
I	Instructions To Bidders (ITB)	ITB [3-17]
II	Bid Data Sheet (BDS)	BDS [1-31]
III	Form Of Bid & Appendices To Bid (FOB)	FOB [1-44]
IV	General Conditions of Contract (GCC)	GCC-[1]
V	Special Conditions of Contract (SCC)	SCC [1-19]
VI	Specifications - Special Provisions (SP)	SP [1-10]
VII	SOP for Blacklisting of Contractors	SP [11-23]
	Drawings	Annexure-1

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INVITATION FOR BID

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 8) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
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18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **REPAIR & MAINTENANCE OF 132KV G.I.S HALL AT 220KV GRID STATION NGC BANDALA, FAISALABAD.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 8)** The scope of work is as follows: **"REPAIR & MAINTENANCE OF 132KV G.I.S HALL AT 220KV GRID STATION NGC BANDALA, FAISALABAD."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 2.066 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.033 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.516 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 60,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-01 2025-26 (SR. NO. 8)

"REPAIR & MAINTENANCE OF 132KV G.I.S HALL AT 220KV GRID STATION NGC BANDALA, FAISALABAD."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 8)**

Name of the Project: **"REPAIR & MAINTENANCE OF 132KV G.I.S HALL AT 220KV GRID STATION NGC BANDALA, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 8)**

Name of the Project: "**REPAIR & MAINTENANCE OF 132KV G.I.S HALL AT 220KV GRID STATION NGC BANDALA, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**120 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

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Note: Attach additional sheets, if necessary.

Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

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Name of Buyer: ……
Signature: ……
[Seal]

Name of Seller/Supplier: ……
Signature: ……
[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1	General Information
QF-2	Construction Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Annual Turnover Data
QF-7	Financial Resources
QF-8	Bank Certificate
QF-9	Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____ _____
_____ Corporate Guarantor
Name, Title & Address (Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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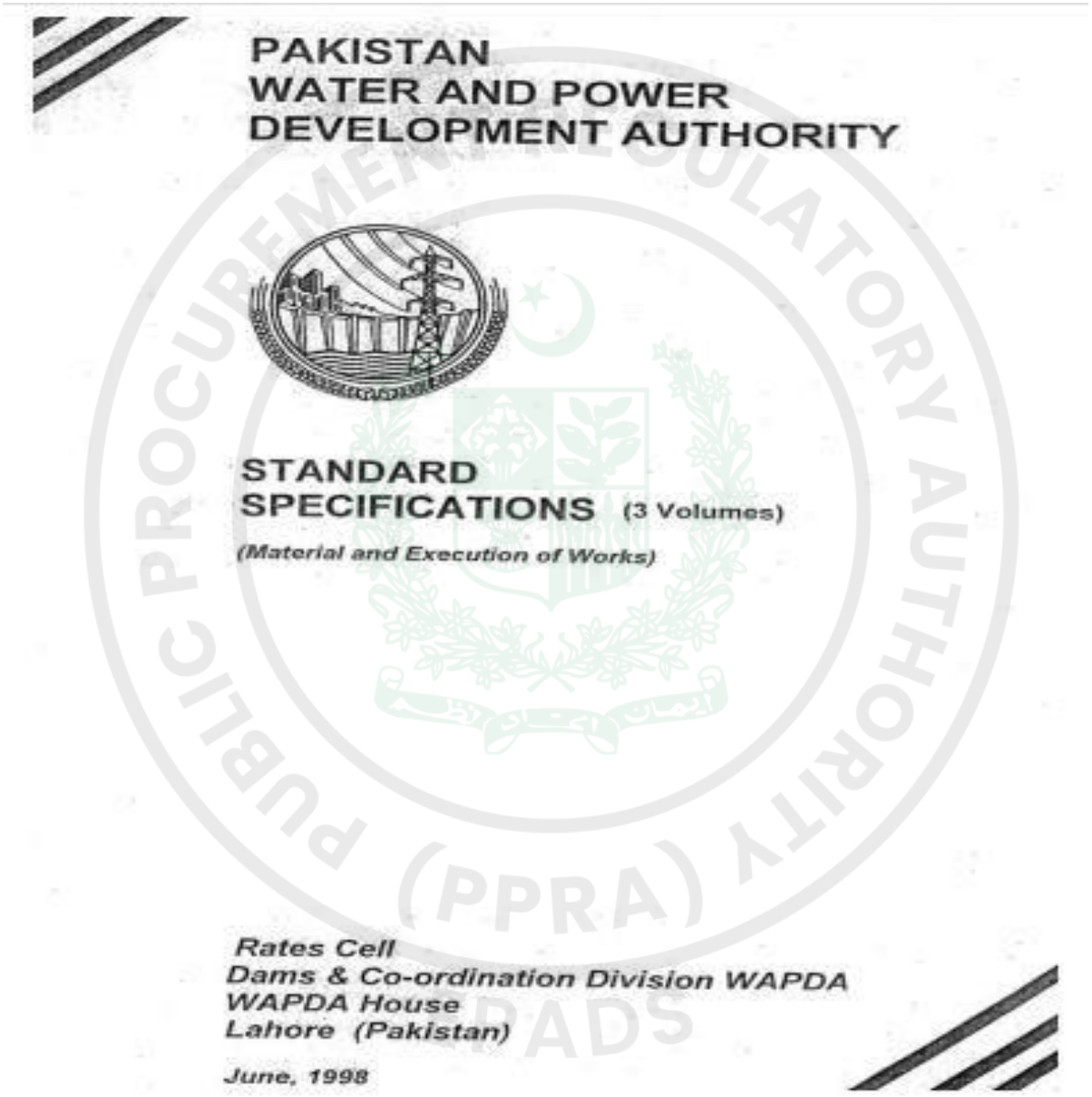
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

REPAIR & MAINTENANCE OF 132KV G.I.S HALL AT 220KV GRID STATION NGC BANDALA, FAISALABAD.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

REPAIR & MAINTENANCE OF 132KV G.I.S HALL AT 220KV GRID STATION NGC BANDALA, FAISALABAD.

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 09)

SPECIAL REPAIR OF CONTROL HOUSE BUILDING AT 500KV GRID STATION NTDC, GATTI, FAISALABAD.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 09)

SPECIAL REPAIR OF CONTROL HOUSE BUILDING AT 500KV GRID STATION NGC, GATTI, FAISALABAD.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 09) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **SPECIAL REPAIR OF CONTROL HOUSE BUILDING AT 500KV GRID STATION NGC, GATTI, FAISALABAD.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 09)** The scope of work is as follows: **"SPECIAL REPAIR OF CONTROL HOUSE BUILDING AT 500KV GRID STATION NGC, GATTI, FAISALABAD."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 3.701 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.850 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.925 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 100,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **05th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-01 2025-26 (SR. NO. 09)

"SPECIAL REPAIR OF CONTROL HOUSE BUILDING AT 500KV GRID STATION NGC, GATTI, FAISALABAD."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 09)**

Name of the Project: **"SPECIAL REPAIR OF CONTROL HOUSE BUILDING AT 500KV GRID STATION NGC, GATTI, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 09)**

Name of the Project: "**SPECIAL REPAIR OF CONTROL HOUSE BUILDING AT 500KV GRID STATION NGC, GATTI, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**120 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____ _____
_____ Corporate Guarantor
Name, Title & Address (Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract;
   (f) The General Conditions;
   (g) The priced Bill of Quantities;
   (h) The completed Appendices to Bid;
   (i) The Drawings;
   (j) The Specifications.
   (k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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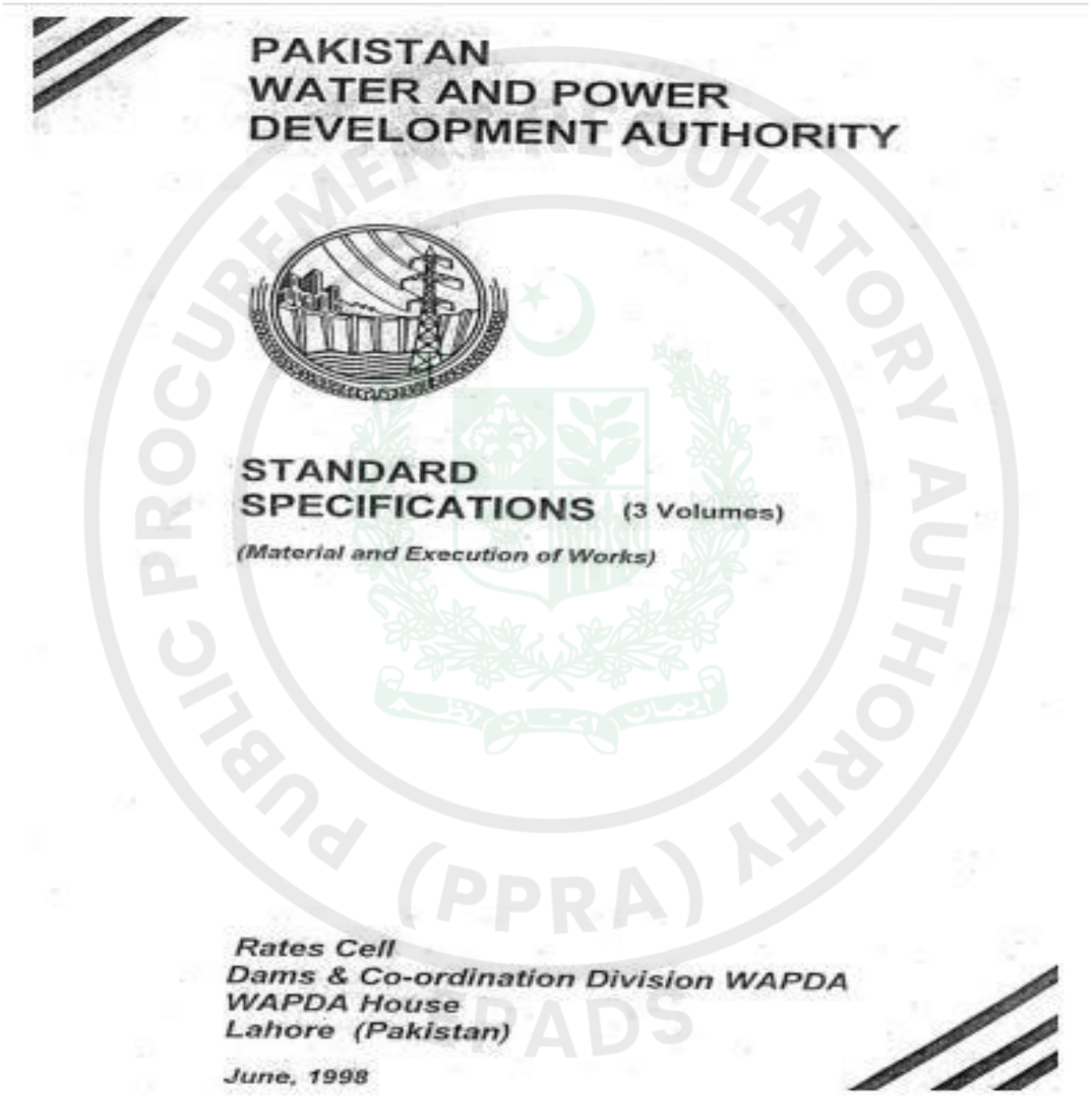
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

"SPECIAL REPAIR OF CONTROL HOUSE BUILDING AT 500KV GRID STATION NGC, GATTI, FAISALABAD."

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

"SPECIAL REPAIR OF CONTROL HOUSE BUILDING AT 500KV GRID STATION NGC, GATTI, FAISALABAD."

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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CHAPTER NO.1

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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 10)

REPAIR & MAINTENANCE OF DM OFFICE BUILDING AT 500 KV GRID STATION NGC NOKHAR

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1

(Commercial & Technical Conditions)

PREPARED BY:

OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 10)

REPAIR & MAINTENANCE OF DM OFFICE BUILDING AT 500 KV GRID STATION NGC NOKHAR

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 10) ITB-2

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT.
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance to 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

Deputy Manager
Civil AM–North NGC Lahore

Ad Size 20x3

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **REPAIR & MAINTENANCE OF DM OFFICE BUILDING AT 500 KV GRID STATION NGC NOKHAR** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 10)** The scope of work is as follows: **REPAIR & MAINTENANCE OF DM OFFICE BUILDING AT 500 KV GRID STATION NGC NOKHAR**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 3.457 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.728 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.864 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 100,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 10)

REPAIR & MAINTENANCE OF DM OFFICE BUILDING AT 500 KV GRID STATION NGC NOKHAR

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further

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declare and confirm that we the parties to the Joint Venture 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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 10)**

Name of the Project: **REPAIR & MAINTENANCE OF DM OFFICE BUILDING AT 500 KV GRID STATION NGC NOKHAR**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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 IB-16 (as applicable).

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(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……..……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 10)**

Name of the Project: **REPAIR & MAINTENANCE OF DM OFFICE BUILDING AT 500 KV GRID STATION NGC NOKHAR**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**120 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material.

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

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Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. ***The Bill of Quantities are divided into separate schedules as attached:***
2. ***Bidders shall price the Bill of Quantities in local currency only.***

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] *Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).*
[b] *Remaining contract period to be calculated from 28 days prior to bid submission deadline.*
c *The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.*

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of
Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)

Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract;
   (f) The General Conditions;
   (g) The priced Bill of Quantities;
   (h) The completed Appendices to Bid;
   (i) The Drawings;
   (j) The Specifications.
   (k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

(c) exceptionally adverse climatic conditions,

(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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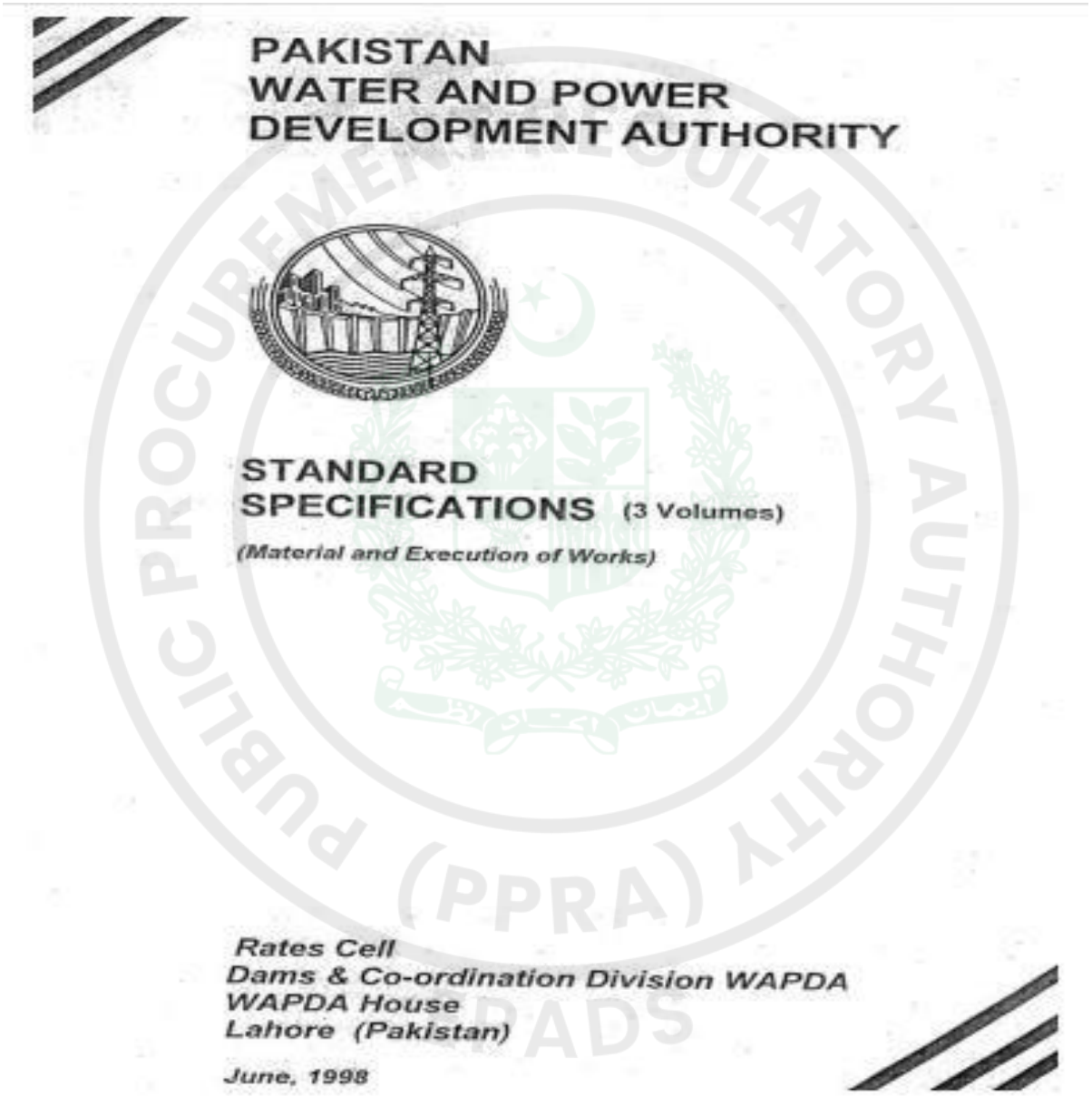
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

REPAIR & MAINTENANCE OF DM OFFICE BUILDING AT 500 KV GRID STATION NGC NOKHAR

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

REPAIR & MAINTENANCE OF DM OFFICE BUILDING AT 500 KV GRID STATION NGC NOKHAR

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In accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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SrNATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 11)

REPAIR & MAINTENANCE OF CONTROL ROOM BUILDING AT 500 KV GRID STATION NGC NOKHAR

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1

(Commercial & Technical Conditions)

PREPARED BY:

OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 11)

REPAIR & MAINTENANCE OF CONTROL ROOM BUILDING AT 500 KV GRID STATION NGC NOKHAR

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

……

……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

SUMMARY OF CONTENTS

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INVITATION FOR BID

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 11) ITB-2

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT.
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
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18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance to 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

Deputy Manager
Civil AM–North NGC Lahore

Ad Size 20x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 11) ITB-3

SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **REPAIR & MAINTENANCE OF CONTROL ROOM BUILDING AT 500 KV GRID STATION NGC NOKHAR** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 11)** The scope of work is as follows: **REPAIR & MAINTENANCE OF CONTROL ROOM BUILDING AT 500 KV GRID STATION NGC NOKHAR**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 2.197 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.098 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.549 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 60,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 11)

REPAIR & MAINTENANCE OF CONTROL ROOM BUILDING AT 500 KV GRID STATION NGC NOKHAR

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further

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declare and confirm that we the parties to the Joint Venture 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, 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 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, 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 favor 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

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 11)**

Name of the Project: **REPAIR & MAINTENANCE OF CONTROL ROOM BUILDING AT 500 KV GRID STATION NGC NOKHAR**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 11)**

Name of the Project: **REPAIR & MAINTENANCE OF CONTROL ROOM BUILDING AT 500 KV GRID STATION NGC NOKHAR**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**120 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material.

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

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Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. ***The Bill of Quantities are divided into separate schedules as attached:***
2. ***Bidders shall price the Bill of Quantities in local currency only.***

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of
Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)

Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor
(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between
_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract;
   (f) The General Conditions;
   (g) The priced Bill of Quantities;
   (h) The completed Appendices to Bid;
   (i) The Drawings;
   (j) The Specifications.
   (k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

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47.3 Bonus for Early Completion of Works
48.2 Taking Over of Sections or Parts
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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

(c) exceptionally adverse climatic conditions,

(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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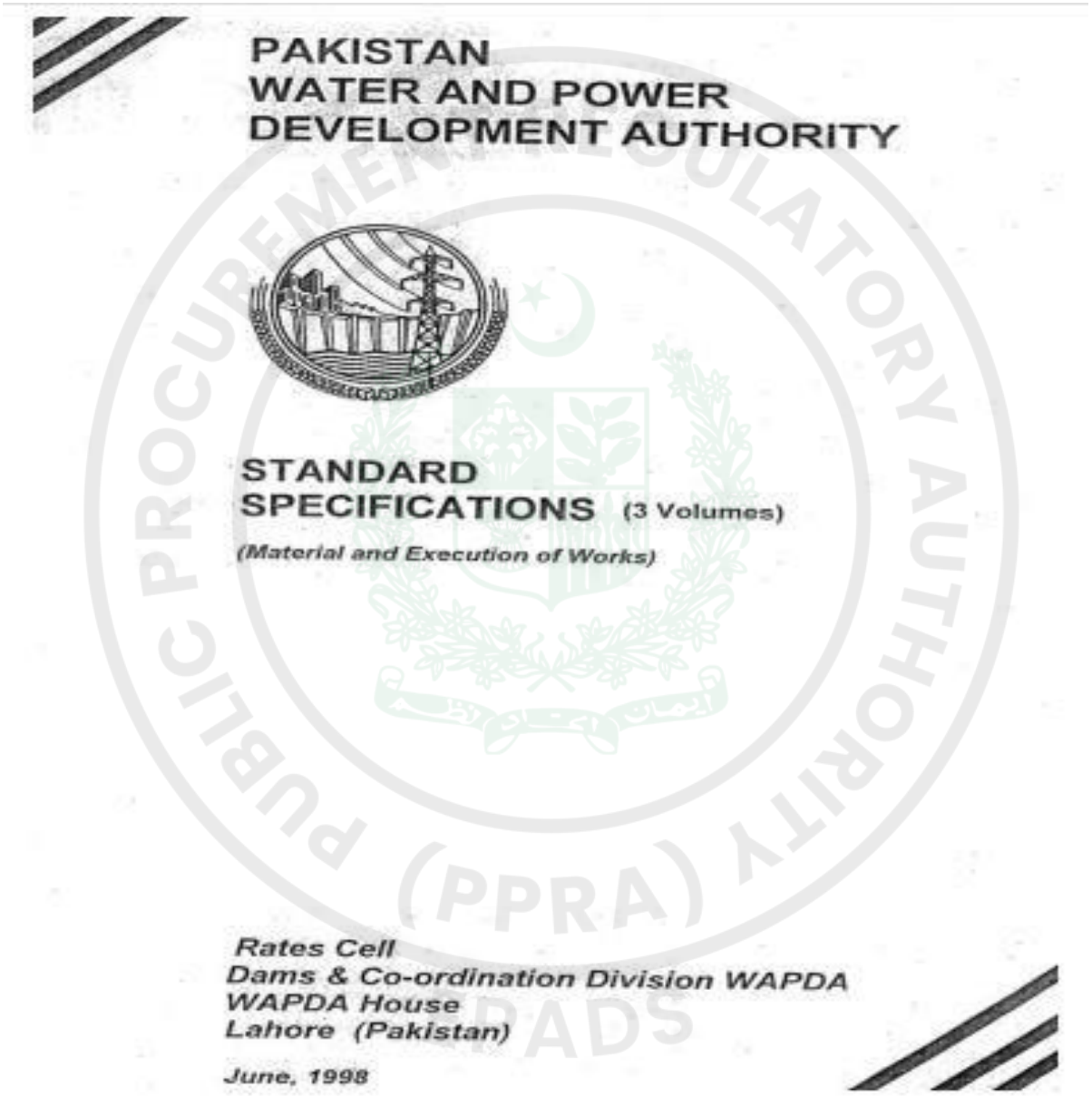
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

REPAIR & MAINTENANCE OF CONTROL ROOM BUILDING AT 500 KV GRID STATION NGC NOKHAR

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

REPAIR & MAINTENANCE OF CONTROL ROOM BUILDING AT 500 KV GRID STATION NGC NOKHAR

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In accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 12)

REPAIR & MAINTENANCE OF COLONY MASJID AT 500KV GRID STATION NGC, SHEIKHUPURA.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 12)

REPAIR & MAINTENANCE OF COLONY MASJID AT 500KV GRID STATION NGC, SHEIKHUPURA.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

SUMMARY OF CONTENTS

Section No.	Description	Page No
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VI	Specifications - Special Provisions (SP)	SP [1-10]
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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 12) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
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18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **REPAIR & MAINTENANCE OF COLONY MASJID AT 500KV GRID STATION NGC, SHEIKHUPURA.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 12)** The scope of work is as follows: **"REPAIR & MAINTENANCE OF COLONY MASJID AT 500KV GRID STATION NGC, SHEIKHUPURA."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 0.949 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 0.474 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.237 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 30,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 12)

"REPAIR & MAINTENANCE OF COLONY MASJID AT 500KV GRID STATION NGC, SHEIKHUPURA."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

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	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 12)**

Name of the Project: **"REPAIR & MAINTENANCE OF COLONY MASJID AT 500KV GRID STATION NGC, SHEIKHUPURA"**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 12)**

Name of the Project: **"REAPIR & MAINTENANCE OF COLONY MASJID AT 500KV GRID STATION NGC SHEIKHUPURA"**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material.

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
    a) Power (expected power load, etc.).
    b) Water (required amount and system proposed).
    c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
    a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
    b) Warehouses and Storage Areas (area required, type of construction and layout).
    c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

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Note: Attach additional sheets, if necessary.

Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

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Name of Buyer: ……
Signature: ……
[Seal]

Name of Seller/Supplier: ……
Signature: ……
[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1	General Information
QF-2	Construction Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Annual Turnover Data
QF-7	Financial Resources
QF-8	Bank Certificate
QF-9	Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
					Total Monthly Financial Requirement for Current Contract Commitments		**$** . . . .

[a] *Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).*
[b] *Remaining contract period to be calculated from 28 days prior to bid submission deadline.*
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____ _____
_____
Name, Title & Address Corporate Guarantor
(Seal)

Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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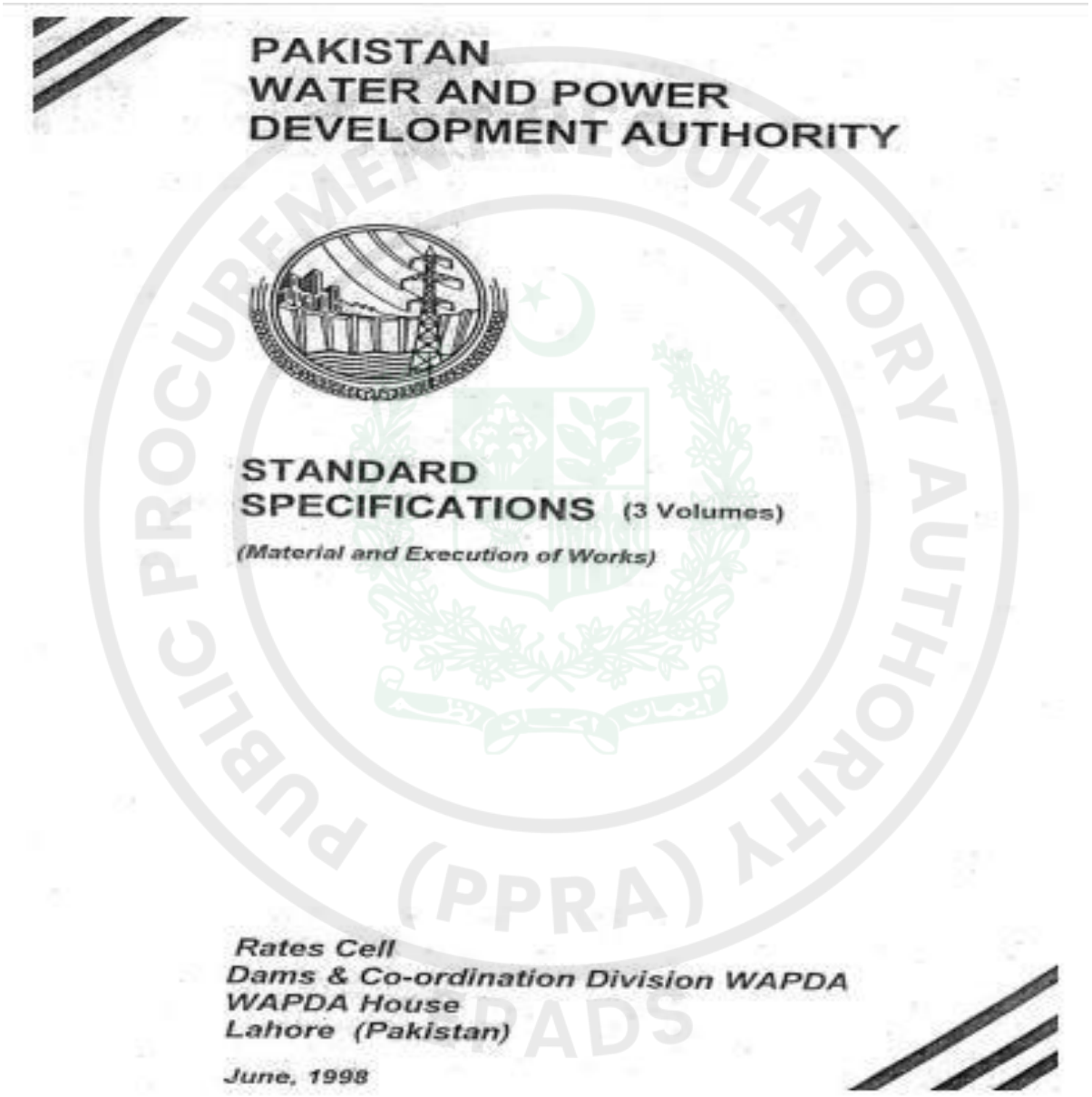
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

"REPAIR & MAINTENANCE OF COLONY MASJID AT 500KV GRID STATION NGC, SHEIKHUPURA."

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

“REPAIR & MAINTENANCE OF COLONY MASJID AT 500KV GRID STATION NGC, SHEIKHUPURA.”

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 13)

REPAIR AND MAINTENANCE CONTROL HOUSE BUILIDING AT 220KV GRID STATION NGC, NKLP, LAHORE.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 13)

REPAIR AND MAINTENANCE CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, NKLP, LAHORE.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

0ENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 13) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **REPAIR AND MAINTENANCE CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, NKLP, LAHORE.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 13)** The scope of work is as follows: **"REPAIR AND MAINTENANCE CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, NKLP, LAHORE."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 1.829 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 0.9146 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.4573 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 60,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-0 2025-26 (SR. NO. 13)

''REPAIR AND MAINTENANCE CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, NKLP, LAHORE.''

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 13)**

Name of the Project: **"REPAIR AND MAINTENANCE CONTROL HOUSE BULIDING AT 220KV GRID STATION NGC, NKLP, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 13)**

Name of the Project: **REPAIR AND MAINTENANCE CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, NKLP, LAHORE.**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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

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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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
    a) Power (expected power load, etc.).
    b) Water (required amount and system proposed).
    c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
    a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
    b) Warehouses and Storage Areas (area required, type of construction and layout).
    c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

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Note: Attach additional sheets, if necessary.

Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

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Name of Buyer: ……
Signature: ……
[Seal]

Name of Seller/Supplier: ……
Signature: ……
[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1	General Information
QF-2	Construction Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Annual Turnover Data
QF-7	Financial Resources
QF-8	Bank Certificate
QF-9	Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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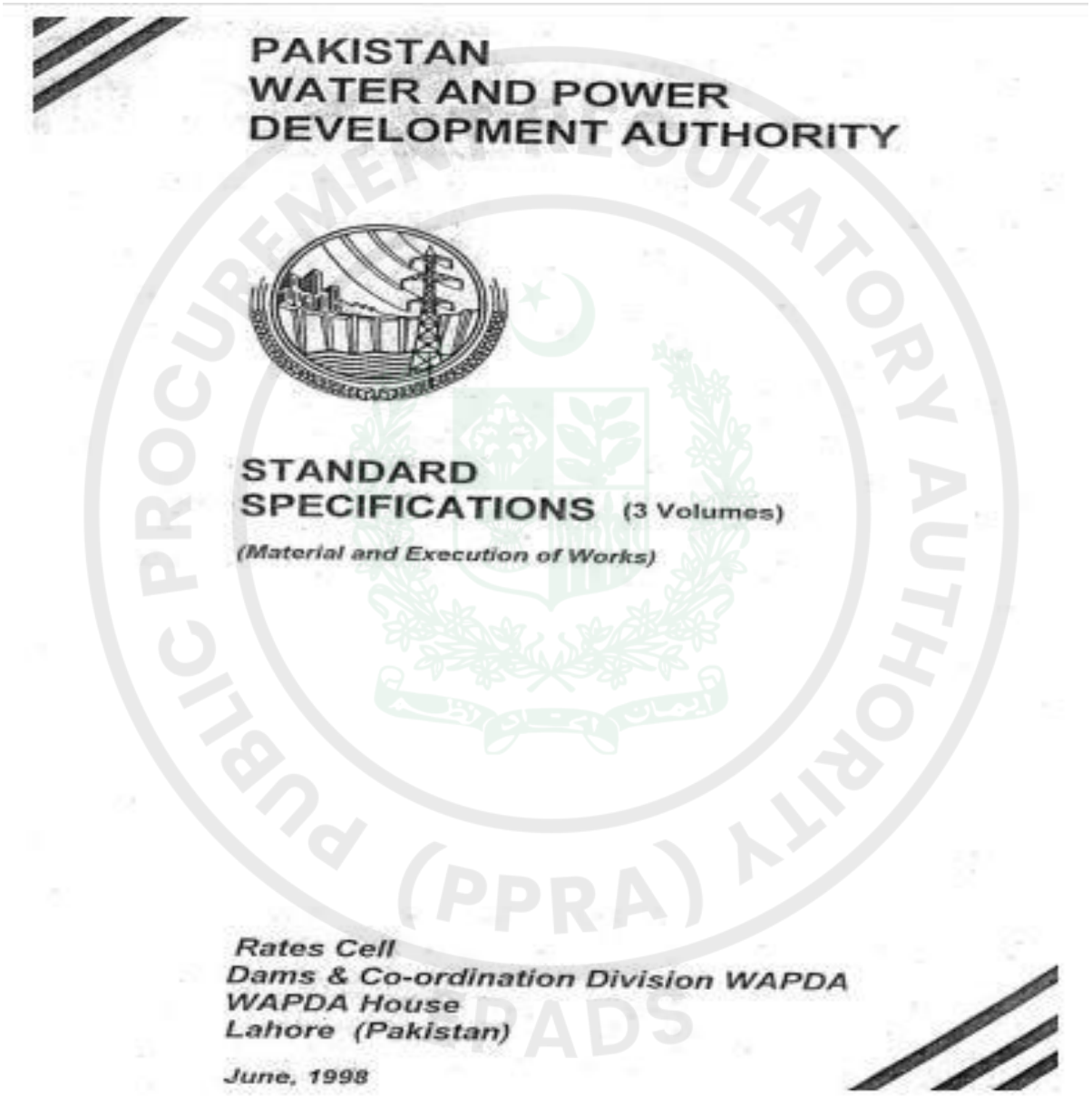
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

REPAIR AND MAINTENANCE CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, NKLP, LAHORE.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

REPAIR AND MAINTENANCE CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, NKLP, LAHORE.

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 14)

REPAIR & MAINTENANCE OF CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, SIALKOT

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1

(Commercial & Technical Conditions)

PREPARED BY:

OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 14)

REPAIR & MAINTENANCE OF CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, SIALKOT

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……
……
……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……
……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 14) ITB-2

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT.
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance to 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

Deputy Manager
Civil AM–North NGC Lahore

Ad Size 20x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 14) ITB-3

SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **REPAIR & MAINTENANCE OF CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, SIALKOT** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 14)** The scope of work is as follows: **REPAIR & MAINTENANCE OF CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, SIALKOT**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 4.52 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 2.26 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 1.13 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 125,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.23.9	Sub-Clause 23.9 is inserted as follows: 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.

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	Further the attendance will also be marked through e-PADS.
IB.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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, officer, 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.

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.

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IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account Provincial sales Tax (PST).

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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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, equal to ten percent (10%) of the Contract Price in the form prescribed in the conditions of Contract.

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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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final

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IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.

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38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 14)

REPAIR & MAINTENANCE OF CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, SIALKOT

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), representing us in all matters in connection with our bid for the said tender.

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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 _____ 202_ 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

Annexure - 2 to Bidding Data Sheet

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further

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declare and confirm that we the parties to the Joint Venture 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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 14)**

Name of the Project: **REPAIR & MAINTENANCE OF CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, SIALKOT**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 14)**

Name of the Project: **REPAIR & MAINTENANCE OF CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, SIALKOT**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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

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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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**120 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material.

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. ***The Bill of Quantities are divided into separate schedules as attached:***
2. ***Bidders shall price the Bill of Quantities in local currency only.***

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of
Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract;
   (f) The General Conditions;
   (g) The priced Bill of Quantities;
   (h) The completed Appendices to Bid;
   (i) The Drawings;
   (j) The Specifications.
   (k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

(c) exceptionally adverse climatic conditions,

(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".

(in case Clause 60.11 is applicable)

The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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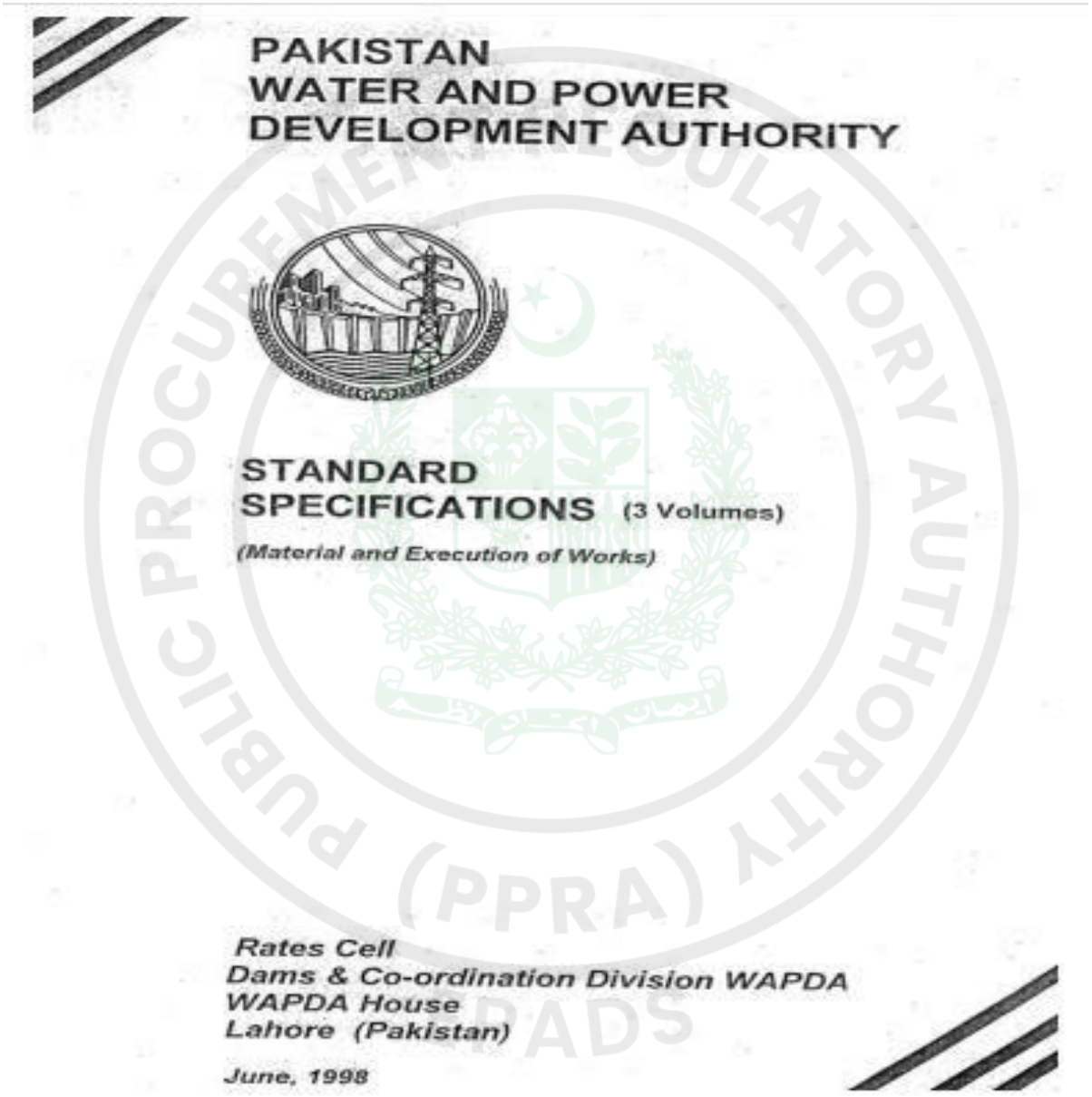
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

REPAIR & MAINTENANCE OF CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, SIALKOT

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

REPAIR & MAINTENANCE OF CONTROL HOUSE BUILDING AT 220KV GRID STATION NGC, SIALKOT

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In accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (SR. NO. 15)

SPECIAL REPAIR OF C-TYPE (C-20) AT 500KV GRID STATION NGC, GATTI, FAISALABAD.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 15)

SPECIAL REPAIR OF C-TYPE (C-20) AT 500KV GRID STATION NGC, GATTI, FAISALABAD.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……
……
……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……
……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

SUMMARY OF CONTENTS

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INVITATION FOR BID

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 15) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
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17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **SPECIAL REPAIR OF C-TYPE (C-20) AT 500KV GRID STATION NGC, GATTI, FAISALABAD.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 15)** The scope of work is as follows: **"SPECIAL REPAIR OF C-TYPE (C-20) AT 500KV GRID STATION NGC, GATTI, FAISALABAD."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 1.023 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 0.511 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.255 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 30,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 15)

"SPECIAL REPAIR OF C-TYPE (C-20) AT 500KV GRID STATION NGC, GATTI, FAISALABAD."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 15)**

Name of the Project: **"SPECIAL REPAIR OF C-TYPE (C-20) AT 500KV GRID STATION NGC, GATTI, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 15)**

Name of the Project: "**SPECIAL REPAIR OF C-TYPE (C-20) AT 500KV GRID STATION NGC, GATTI, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

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Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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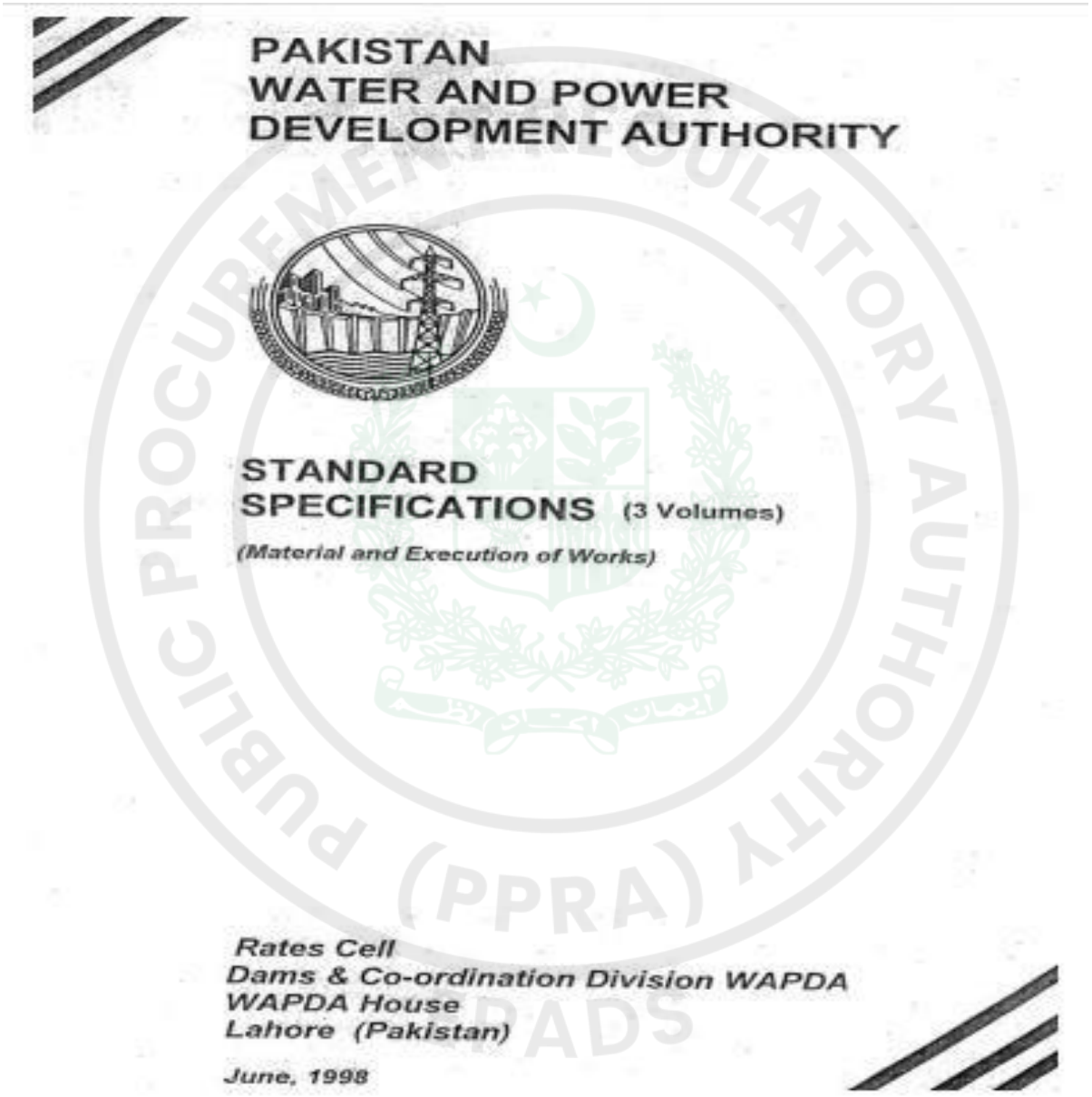
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

"SPECIAL REPAIR OF C-TYPE (C-20) AT 500KV GRID STATION NGC, GATTI, FAISALABAD."

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

"SPECIAL REPAIR OF C-TYPE (C-20) AT 500KV GRID STATION NGC, GATTI, FAISALABAD."

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 16)

SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-03) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 16)

SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-03) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

SUMMARY OF CONTENTS

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 16) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-03) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 16)** The scope of work is as follows: **"SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-03) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 1.882 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 0.941 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.471 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 60,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO.16)

"SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-03) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, AHORE."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

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	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 16)**

Name of the Project: **"SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-03) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 16)**

Name of the Project: "**SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-03) BLOCK NO, 01 AT 220KV GRID STATION NGC, NKLP, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
    a) Power (expected power load, etc.).
    b) Water (required amount and system proposed).
    c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
    a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
    b) Warehouses and Storage Areas (area required, type of construction and layout).
    c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

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Note: Attach additional sheets, if necessary.

Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

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Name of Buyer: ……
Signature: ……
[Seal]

Name of Seller/Supplier: ……
Signature: ……
[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1	General Information
QF-2	Construction Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Annual Turnover Data
QF-7	Financial Resources
QF-8	Bank Certificate
QF-9	Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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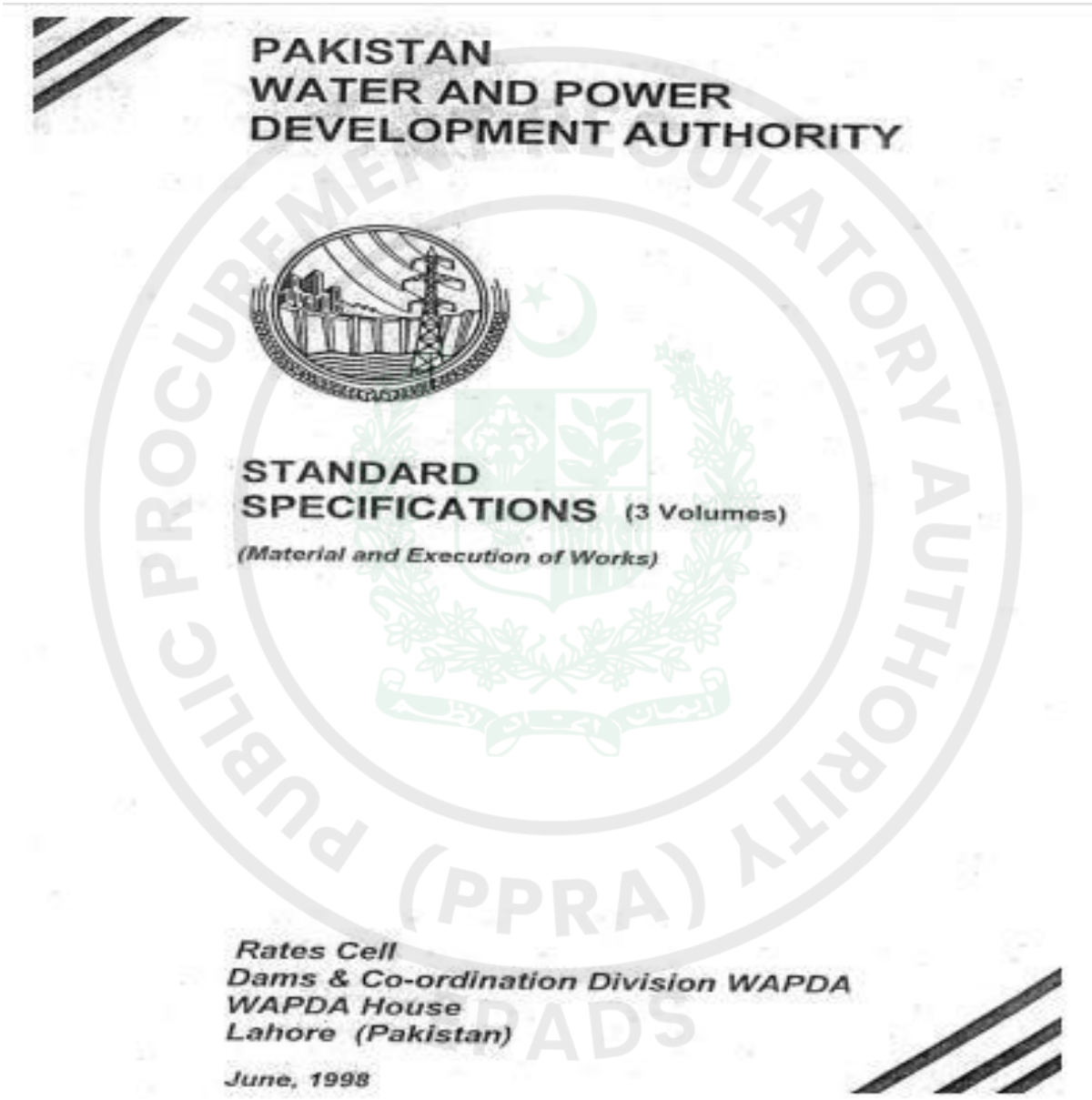
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-03) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

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3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-03) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

In accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

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All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer's approval before the implementation of such drawings (allied drawings).

4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

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iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.

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13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.
15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (SR. NO. 17)

R & M OF 01 NO. C-TYPE BUNGALOW (C-05) AT 500KV GRID STATION NGC, GATTI FAISALABAD.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 17)

R & M OF C-TYPE BUNGALOW (C-05) AT 500KV GRID STATION NGC, GATTI, FAISALABAD.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

……

……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 17) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
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9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
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15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **R & M OF C-TYPE BUNGALOW (C-05) AT 500KV GRID STATION NGC, GATTI, FAISALABAD.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 17)** The scope of work is as follows: **"R & M OF C-TYPE BUNGALOW (C-05) AT 500KV GRID STATION NGC, GATTI, FAISALABAD."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 0.718 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 0.359 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.179 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 25,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 17)

"R & M OF C-TYPE BUNGALOW (C-05) AT 500KV GRID STATION NGC, GATTI, FAISALABAD."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 17)**

Name of the Project: **"R & M OF C-TYPE BUNGALOW (C-05) AT 500KV GRID STATION NGC, GATTI, FAISALABAD"**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 17)**

Name of the Project: **"R & M OF C-TYPE BUNGALOW (C-05) AT 500KV GRID STATION NGC GATTI, FAISALABAD."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. ***The Bill of Quantities are divided into separate schedules as attached:***
2. ***Bidders shall price the Bill of Quantities in local currency only.***

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

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Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____ _____
_____ Corporate Guarantor
Name, Title & Address (Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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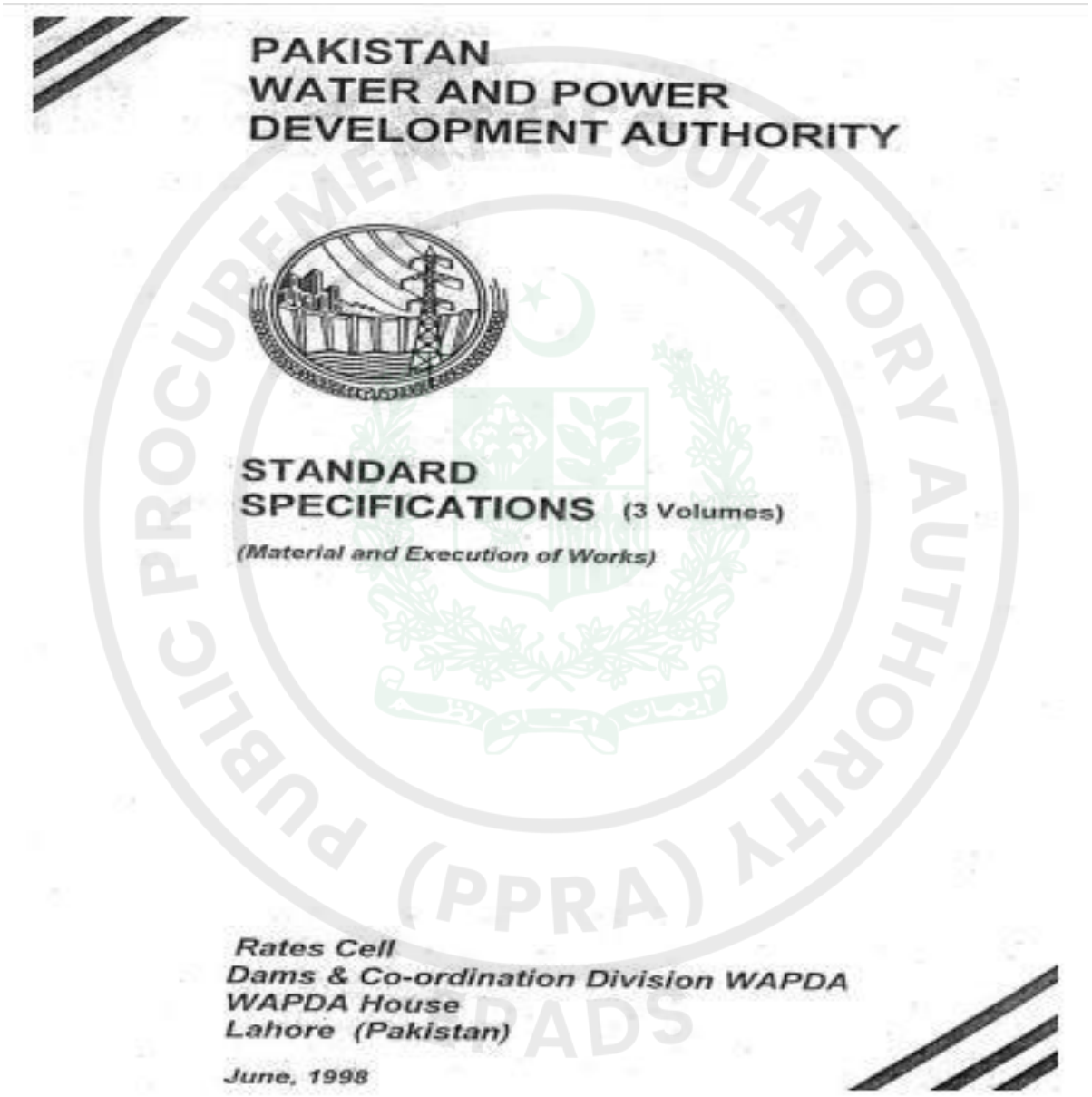
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

"R & M OF C-TYPE BUNGALOW (C-05) AT 500KV GRID STATION NGC, GATTI, FAISALABAD."

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

"R & M OF C-TYPE BUNGALOW (C-05) AT 500KV GRID STATION NGC, GATTI, FAISALABAD."

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 18)

R & M OF 01 NO, C- TYPE FLAT (C-04) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 18)

R & M OF 01 NO, C- TYPE FLAT (C-04) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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VI	Specifications - Special Provisions (SP)	SP [1-10]
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	Drawings	Annexure-1

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INVITATION FOR BID

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 18) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
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10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
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12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
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21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **R & M OF 01 NO, C- TYPE FLAT (C-04) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 18)** The scope of work is as follows: **"R & M OF 01 NO, C- TYPE FLAT (C-04) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 2.938 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.469 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.7345 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 90,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 18)

"R & M OF 01 NO, C- TYPE FLAT (C-04) BLOCK NO, 01 AT 220KV GRID STATION NGC,WAPDA TOWN, AHORE."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 18)**

Name of the Project: **"R & M OF 01 NO, C- TYPE FLAT (C-04) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 18)**

Name of the Project: **"R & M OF 01 NO, C- TYPE FLAT (C-04) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
    a) Power (expected power load, etc.).
    b) Water (required amount and system proposed).
    c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
    a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
    b) Warehouses and Storage Areas (area required, type of construction and layout).
    c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

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Note: Attach additional sheets, if necessary.

Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

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Name of Buyer: ……
Signature: ……
[Seal]

Name of Seller/Supplier: ……
Signature: ……
[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1	General Information
QF-2	Construction Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Annual Turnover Data
QF-7	Financial Resources
QF-8	Bank Certificate
QF-9	Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____ _____
_____ Corporate Guarantor
Name, Title & Address (Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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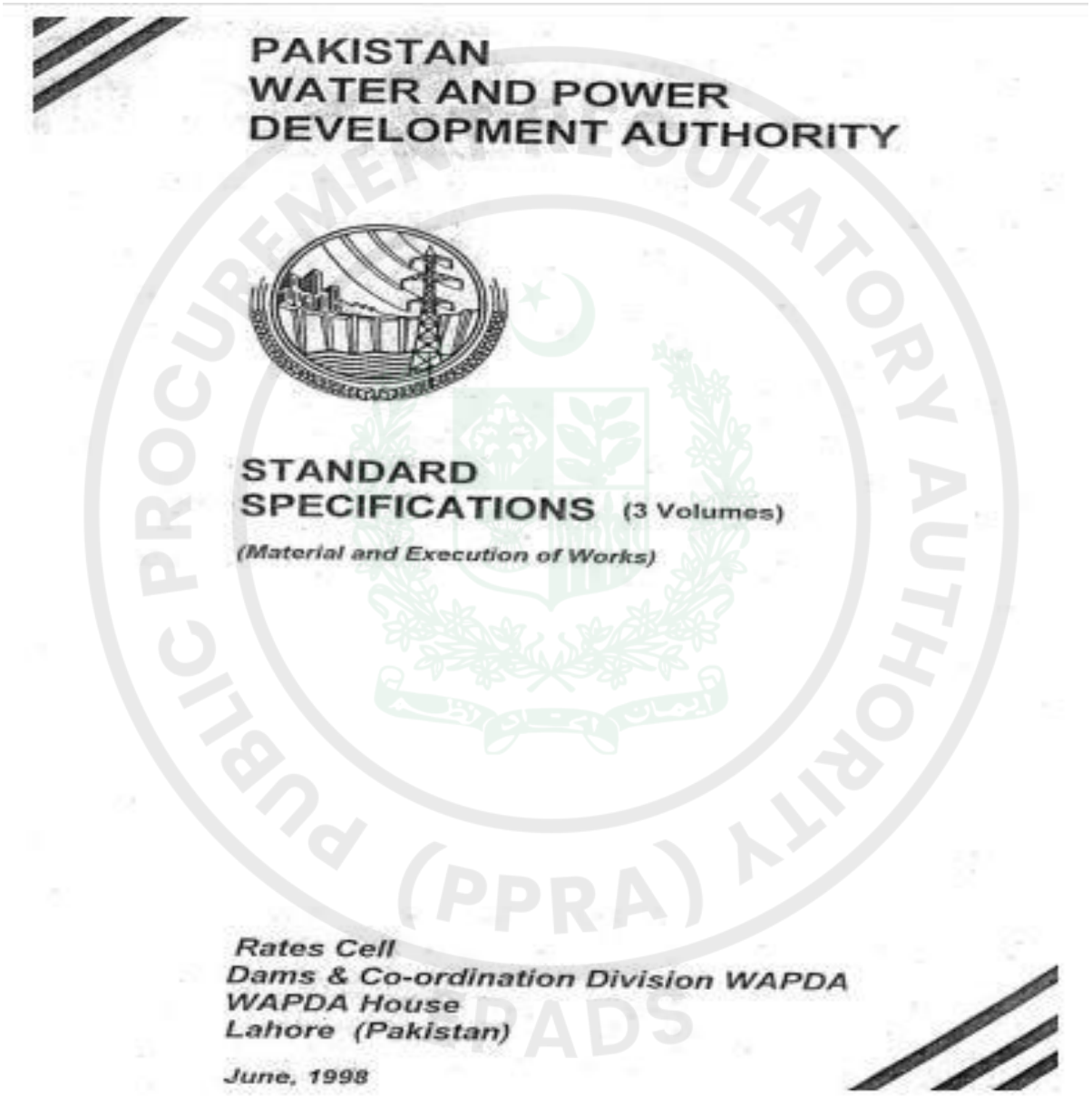
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

R & M OF 01 NO, C- TYPE FLAT (C-04) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

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3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

R & M OF 01 NO, C- TYPE FLAT (C-04) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

In accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

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All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer's approval before the implementation of such drawings (allied drawings).

4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

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iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.

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13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.
15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 19)

R & M OF 01 NO, C-TYPE BUNGLOW (C-06) AT 220KV GRID STATION NGC, NKLP, LAHORE.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 19)

R & M OF 01 NO, C-TYPE BUNGLOW (C-06) AT 220KV GRID STATION NGC, NKLP, LAHORE.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

SUMMARY OF CONTENTS

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

ENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 19) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **R & M OF 01 NO, C-TYPE BUNGLOW (C-06) AT 220KV GRID STATION NGC, NKLP, LAHORE.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 19)** The scope of work is as follows: **"R R & M OF 01 NO, C-TYPE BUNGLOW (C-06) AT 220KV GRID STATION NGC, NKLP, LAHORE."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 2.383 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.192 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.596 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 75,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 19)

'' R & M OF 01 NO, C-TYPE BUNGLOW (C-06) AT 220KV GRID STATION NGC, NKLP, LAHORE.''

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 19)**

Name of the Project: **"REPAIR AND MAINTENANCE CONTROL HOUSE BULIDING AT 220KV GRID STATION NGC, NKLP, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 19)**

Name of the Project: **R & M OF 01 NO, C-TYPE BUNGLOW (C-06) AT 220KV GRID STATION NGC, NKLP, LAHORE.**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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

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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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**120 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

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Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

(c) exceptionally adverse climatic conditions,

(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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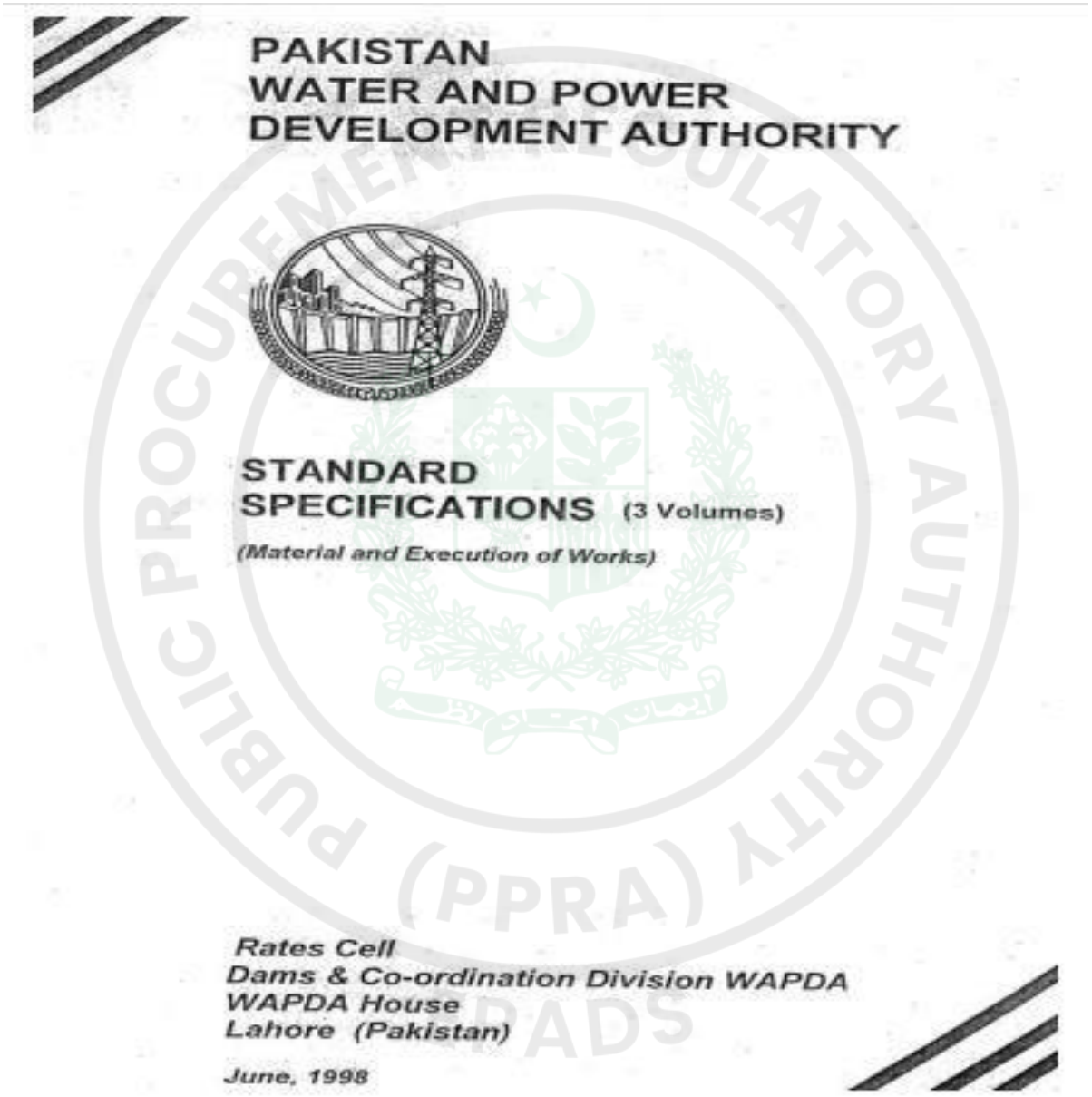
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

R & M OF 01 NO, C-TYPE BUNGLOW (C-06) AT 220KV GRID STATION NGC, NKLP, LAHORE.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

R & M OF 01 NO, C-TYPE BUNGLOW (C-06) AT 220KV GRID STATION NGC, NKLP, LAHORE.

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 20)

SPECIAL REPAIR TO 01 NO. B-TYPE BUNGALOW (B-01) AT 220KV GRID STATION NGC, BUND ROAD, LAHORE.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 20)

SPECIAL REPAIR TO 01 NO. B-TYPE BUNGALOW (B-01) AT 220KV GRID STATION NGC, BUND ROAD, LAHORE.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

SUMMARY OF CONTENTS

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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

0ENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 20) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **SPECIAL REPAIR TO 01 NO. B-TYPE BUNGALOW (B-01) AT 220KV GRID STATION NGC, BUND ROAD, LAHORE.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 20)** The scope of work is as follows: **"SPECIAL REPAIR TO 01 NO. B-TYPE BUNGALOW (B-01) AT 220KV GRID STATION NGC, BUND ROAD, LAHORE."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 3.467 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.734 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.867 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 110,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 20)

"SPECIAL REPAIR TO 01 NO. B-TYPE BUNGALOW (B-01) AT 220KV GRID STATION NGC, BUND ROAD, LAHORE."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

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	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 20)**

Name of the Project: **"SPECIAL REPAIR TO 01 NO. B-TYPE BUNGALOW (B-01) AT 220KV GRID STATION NGC, BUND ROAD, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 20)**

Name of the Project: "**SPECIAL REPAIR TO 01 NO. B-TYPE BUNGALOW (B-01) AT 220KV GRID STATION NGC, BUND ROAD, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**120 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

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Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____ _____
_____
Name, Title & Address Corporate Guarantor
(Seal)

Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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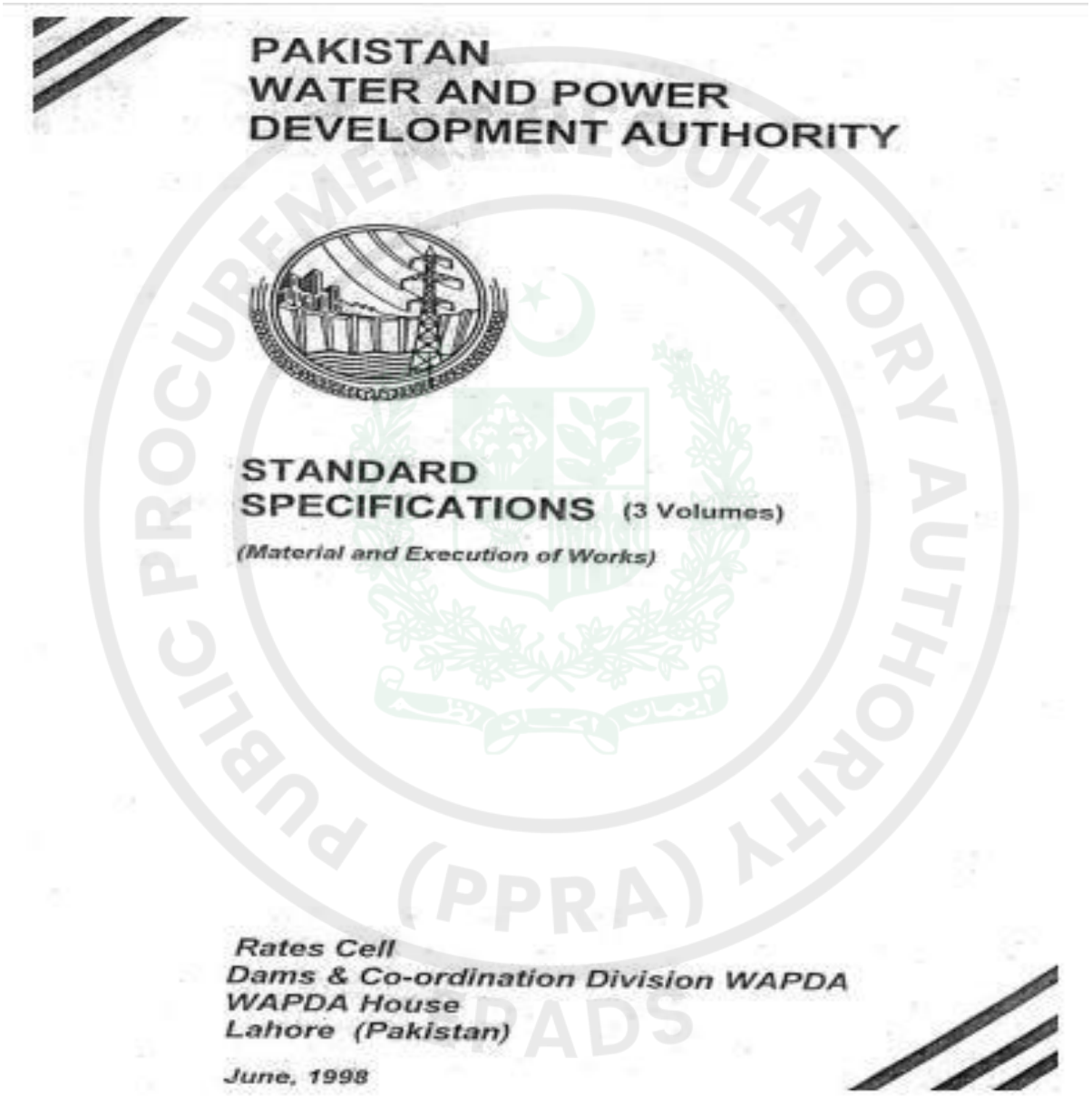
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

SPECIAL REPAIR TO 01 NO. B-TYPE BUNGALOW (B-01) AT 220KV GRID STATION NGC, BUND ROAD, LAHORE.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

SPECIAL REPAIR TO 01 NO. B-TYPE BUNGALOW (B-01) T 220KV GRID STATION NGC, BUND ROAD, LAHORE.

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 21)

SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-02) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 21)

SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-02) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 21) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I
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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-02) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 21)** The scope of work is as follows: **"SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-02) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 2.932 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 1.466 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.733 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 60,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 21)

"SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-02) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, AHORE."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 21)**

Name of the Project: **"SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-02) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 21)**

Name of the Project: "**SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-02) BLOCK NO, 01 AT 220KV GRID STATION NGC, NKLP, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____ _____
_____ Corporate Guarantor
Name, Title & Address (Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between

_____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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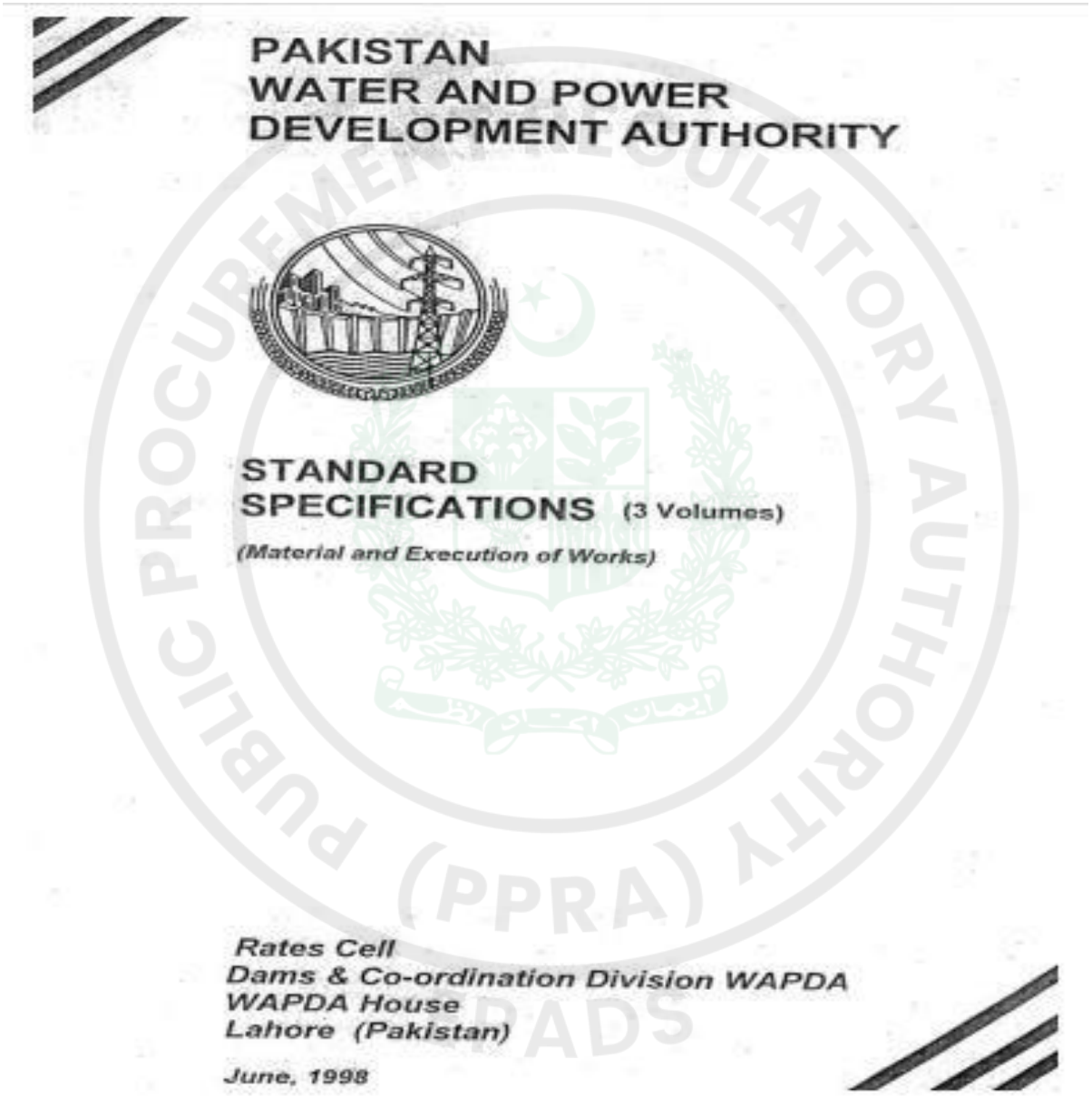
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-02) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

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3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

SPECIAL REPAIR TO 01 NO, C- TYPE FLAT (C-02) BLOCK NO, 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

In accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

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All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer's approval before the implementation of such drawings (allied drawings).

4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

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iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.

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13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.
15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 22)

SPECIAL REPAIR TO 01 NO. C-TYPE FLAT (C-05) BLOCK NO. 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 22)

SPECIAL REPAIR TO 01 NO. C-TYPE FLAT (C-05) BLOCK NO. 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INVITATION FOR BID

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

Ad Size 25x3

TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 22) ITB-2

MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
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9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
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13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
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20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I

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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **SPECIAL REPAIR TO 01 NO. C-TYPE FLAT (C-05) BLOCK NO. 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 22)** The scope of work is as follows: **"SPECIAL REPAIR TO 01 NO. C-TYPE FLAT (C-05) BLOCK NO. 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 1.578 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 0.789 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.394 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 35,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 22)

"SPECIAL REPAIR TO 01 NO. C-TYPE FLAT (C-05) BLOCK NO. 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 22)**

Name of the Project: **"SPECIAL REPAIR TO 01 NO. C-TYPE FLAT (C-05) BLOCK NO. 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 22)**

Name of the Project: "**SPECIAL REPAIR TO 01 NO. C-TYPE FLAT (C-05) BLOCK NO. 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE."**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1 General Information
QF-2 Construction Experience
QF-3 Performance Certificate
QF-4 Current Contract Commitments
QF-5 Financial Data
QF-6 Annual Turnover Data
QF-7 Financial Resources
QF-8 Bank Certificate
QF-9 Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____
_____ _____
Name, Title & Address Corporate Guarantor
(Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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47.3 Bonus for Early Completion of Works
48.2 Taking Over of Sections or Parts
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51.2 Instructions for Variations
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59.4 Payments to Nominated Sub-contractors
59.5 Certification of Payments & Nominated Subcontractors
60.1 Monthly Statements
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60.11 Secured Advance on Materials
60.12 Financial Assistance to Contractor
63.1 Default of Contractor
65.2 Special Risks
67.1 Engineer's decision
67.2 Amicable settlement
67.3 Arbitration
68.1 Notices to Contractor
68.2 Notices to Employer and Engineer
69.0 Default of Employer
70.1 Increase or Decrease of Cost
73.1 Payment of Income Tax
73.2 Customs Duty & Taxes
74.1 Integrity Pact
75.1 Termination of Contract for Employer's Convenience
76.1 Liability of Contractor
77.1 Joint and Several Liability
78.1 Details to be Confidential

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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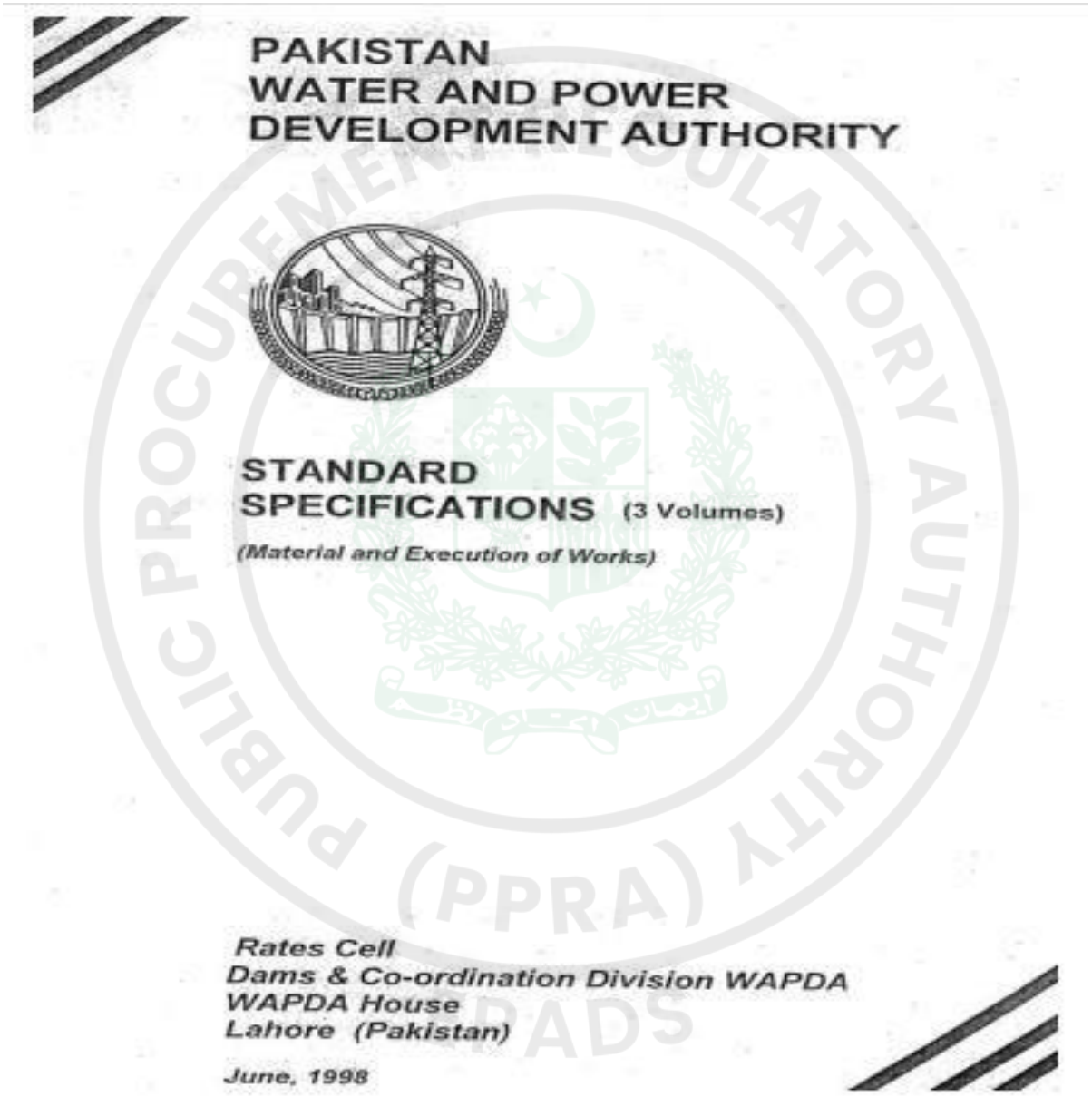
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

SPECIAL REPAIR TO 01 NO. C-TYPE FLAT (C-05) BLOCK NO. 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

SPECIAL REPAIR TO 01 NO. C-TYPE FLAT (C-05) BLOCK NO. 01 AT 220KV GRID STATION NGC, WAPDA TOWN, LAHORE.

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 23)

MAINTENANCE & REPAIR TO 01 NO. D-TYPE FLAT (D-01) BLOCK # 02 AT 220KV GRID STATION, NGC, WAPDA TOWN, LAHORE

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (Sr. No. 23)

MAINTENANCE & REPAIR TO 01 NO. D-TYPE FLAT (D-01) BLOCK # 02 AT 220KV GRID STATION, NGC, WAPDA TOWN, LAHORE

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

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MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP
TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

CamScanner

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SECTION-I

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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **MAINTENANCE & REPAIR TO 01 NO. D-TYPE FLAT (D-01) BLOCK # 02 AT 220KV GRID STATION, NGC, WAPDA TOWN, LAHORE** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (Sr. No. 23)** The scope of work is as follows: **"MAINTENANCE & REPAIR TO 01 NO. D-TYPE FLAT (D-01) BLOCK # 02 AT 220KV GRID STATION, NGC, WAPDA TOWN, LAHORE"**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 1.568 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 0.784 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.392 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 50,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 - 04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (Sr. No. 23)

"MAINTENANCE & REPAIR TO 01 NO. D-TYPE FLAT (D-01) BLOCK # 02 AT 220KV GRID STATION, NGC, WAPDA TOWN, LAHORE"

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

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	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (Sr. No. 23)**

Name of the Project: **"MAINTENANCE & REPAIR TO 01 NO. D-TYPE FLAT (D-01) BLOCK # 02 AT 220KV GRID STATION, NGC, WAPDA TOWN, LAHORE"**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 23)**

Name of the Project: "**MAINTENANCE & REPAIR TO 01 NO. D-TYPE FLAT (D-01) BLOCK # 02 AT 220KV GRID STATION, NGC, WAPDA TOWN, LAHORE"**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

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Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1	General Information
QF-2	Construction Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Annual Turnover Data
QF-7	Financial Resources
QF-8	Bank Certificate
QF-9	Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____ _____
_____
Name, Title & Address Corporate Guarantor
(Seal)

Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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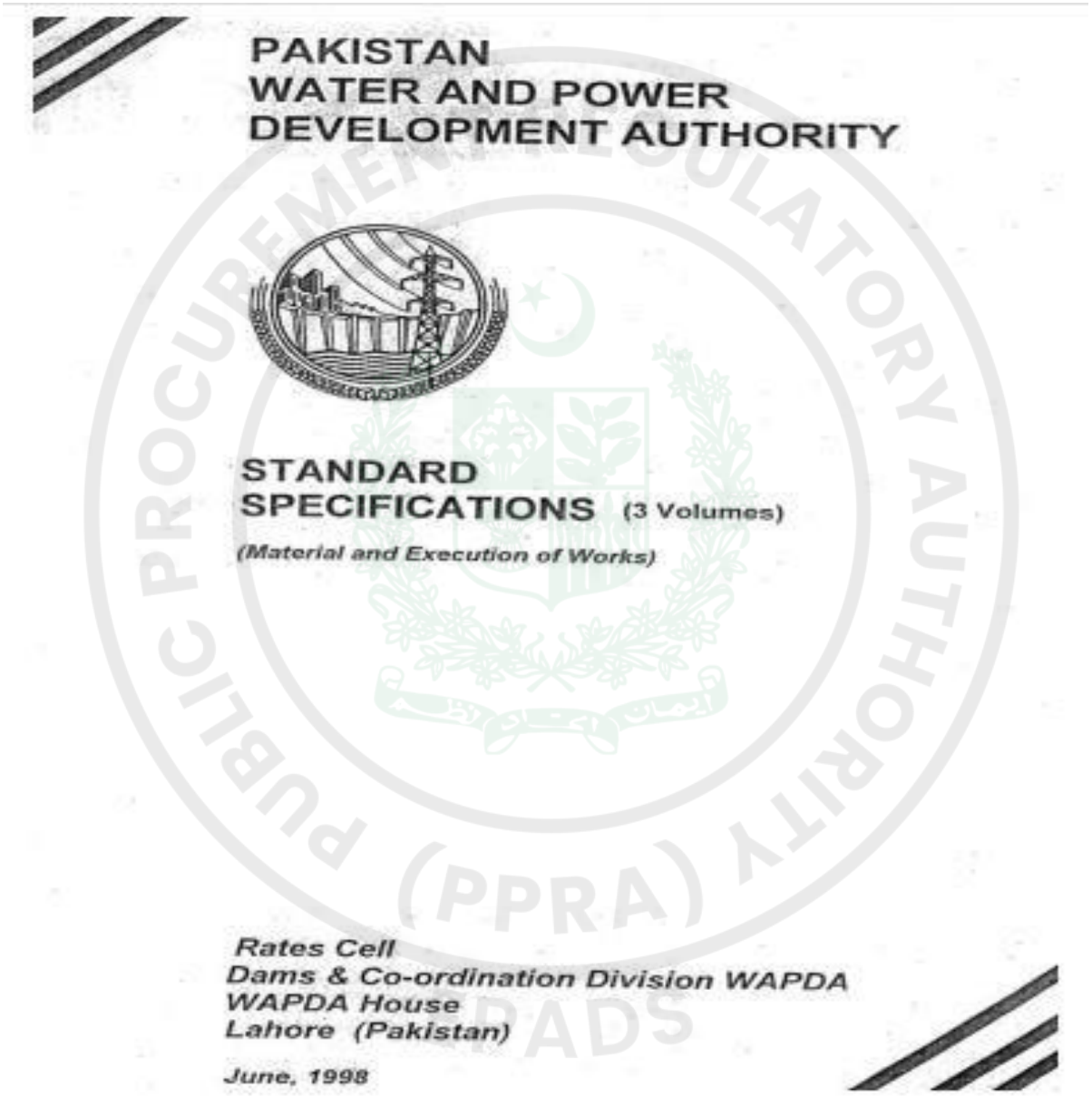
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

MAINTENANCE & REPAIR TO 01 NO. D-TYPE FLAT (D-01) BLOCK # 02 AT 220KV GRID STATION, NGC, WAPDA TOWN, LAHORE

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

MAINTENANCE & REPAIR TO 01 NO. D-TYPE FLAT (D-01) BLOCK # 02 AT 220KV GRID STATION, NGC, WAPDA TOWN, LAHORE

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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NATIONAL GRID COMPANY PAKISTAN LTD. (NGCP)

Tender No. 02/2025-26 (Sr. No. 24)

REPAIR & MAINTENANCE OF C-04 BUNGALOW AT 220KV GRID STATION NGC, NKLP, LAHORE

UNDER NGC OWN RESOURCES

SINGLE STAGE TWO ENVELOPE

VOLUME-1
(Commercial & Technical Conditions)

PREPARED BY:
OFFICE OF DEPUTY MANAGER (CIVIL) AM-NORTH NGC LAHORE

APRAIL, 2026

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

BIDDING DOCUMENTS FOR

TENDER NO. DM/CIVIL/T-02 2025-26 (Sr. No. 24)

REPAIR & MAINTENANCE OF C-04 BUNGALOW AT 220KV GRID STATION NGC, NKLP, LAHORE

Name and address of the contractor to whom these Tender Documents are issued for tendering: - ……

Signature of NGCP Officer who issue These Tender Documents to the above Tenderer: - ……

Name (in Block Letter) designation and address of NGCP's above officer (_____)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

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INVITATION FOR BID

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NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

NOTICE FOR INVITING TENDER

Tender No. 02 /2025-26

National Grid Company of Pakistan (NGCP) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids through **"Single Stage Two Envelope Procedure"** on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provisional Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provisional Revenue Authority.

Sr. No	Name of Works	C.D.R Amount
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	100,000/
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	350,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair to 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair to 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair to 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair to 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-

- The Employer invites bids from eligible firms or persons licensed by the Pakistan Engineering Council (PEC) in the appropriate category for the works.
- Bidders may obtain further information from the Office of the Employer.

Dy: Manager (Civil) Asset Management-North 220kV Grid station NGC, NKLP, Lahore.
Telephone No: - 042-35821190 Email: - attamuhammad@ntdc.com.pk

1. Bidding document can also be downloaded from NGCP web site i.e **www.NTDC.com.pk** & **www.PPRA.org.pk** free of cost.
2. The bid security shall be in the form of deposit at call or bank guarantee issued by schedule bank in Pakistan in favor of Deputy Manager (Civil) AM-North, NGCP, Lahore valid for period up to twenty-eight (28) days beyond the bid validity date.
3. The bid must be submitted through E-PADS only on or before **09-April-2026** at **11:00 am**, however, Bid Security is required to be submitted in original (hardcopy) before bid closing deadline. Technical bid will be opened at **11:30 am** on the same day, in the presence of bidder's representative who choose to attend the same address.
4. The bids must be received by the Employer through **E-PADS only** before the bid submission deadline.
5. The bidder must quote for the complete scope of work, Bids covering only a part of the work shall be rejected.
6. All bidders must fill the check list before submission of bid in their own interest as per instruction to bidder which is a mandatory requirement.
7. The competent authority reserve the right to reject all bids and to annul bidding process at any time prior to contract award as defined in clause 33 (1) of public procurement rules 2004.

DEPUTY MANAGER (CIVIL) ASSET MANAGEMENT NORTH NGC NEW KOT LAKHPAT LAHORE.

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MEDIA & PR DIRECTORATE
DAILY AUSAF
PAGE NO. 4
08 APR 2026

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)

CORRIGENDUM

AMENDMENT NO. 01 TO DY: MANAGER (CIVIL) NGCP TENDER NOTICE No. 02 Sr. No, 01 to 24 / 2025-26

Reference invitation notice for the above tenders uploaded on PPRA site and published in national News Papers on **20.03.2026**, following amendments are being made. The additional procurement and change in CDR amount is changed as:

Sr. No.	NAME OF WORK	C.D.R AMOUNT
1	Construction of fire protection wall between Auto transformer and Power Transformer at 220kV Grid Station NGC, Ravi Road, Lahore.	100,000/-
2	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kala Shah Kaku.	350,000/-
3	Construction of fire protection wall between Auto transformers at 220kV Grid Station NGC, Kassowal.	100,000/-
4	Construction of fire protection wall between Auto transformers T-01 & T-02 at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
5	Construction of Fibre Glass Vehicle Parking Shed at 220kV Grid Station NGC, Bandala, Faisalabad.	100,000/-
6	New Water Supply Line at 220kV Grid Station NGC, Ravi Road, Lahore.	350,000/-
7	Construction of Annexe at 220kV Grid Station NGC, NKLP, Lahore.	1,000,000/-
8	Repair & Maintenance of 132KV G.I.S Hall at 220kV Grid Station NGC Bandala, Faisalabad.	60,000/-
9	Special Repair of Control House Building at 500kV Grid Station NGC, Gatti, Faisalabad.	100,000/-
10	Repair & Maintenance of DM Office Building at 500 kV Grid Station NGC, Nokhar.	100,000/-
11	Repair & Maintenance of Control Room Building at 500 kV Grid Station NGC, Nokhar.	60,000/-
12	Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC, Sheikhupura.	30,000/-
13	Repair and Maintenance of Control House Building at 220kV Grid station NGC, NKLP, Lahore.	60,000/-
14	Repair & Maintenance of Control House Building at 220kV Grid Station NGC, Sialkot.	125,000/-
15	Special Repair of C-Type (C-20) at 500kV Grid Station NGC, Gatti, Faisalabad.	30,000/-
16	Special Repair of 01 No. C-Type Flat (C-03) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
17	R&M of 01 No. C-Type Bunglow (C-05) at 500kV Grid Station NGC, Gatti, Faisalabad.	25,000/-
18	R&M of 01 No. C-Type Flat (C-04) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	90,000/-
19	R&M of 01 No. C-Type Bunglow (C-06) at 220kV Grid Station NGC, NKLP, Lahore.	75,000/-
20	Special Repair of 01 No. B-Type Bunglow (B-01) at 220kV Grid Station NGC, Bund Road, Lahore.	110,000/-
21	Special Repair of 01 No. C-Type Flat (C-02) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	60,000/-
22	Special Repair of 01 No. C-Type Flat (C-05) Block No. 01 at 220kV Grid Station NGC, Wapda Town, Lahore.	35,000/-
23	Repair & Maintenance of 01 No. D-Type Flat (D-01) Block # 02 at 220kV Grid station NGC, Wapda Town, Lahore.	50,000/-
24	Estimate for the Repair & Maintenance of C-04 Bungalow at 220kV Grid station NGC, NKLP, Lahore.	25000/-

The date of tender opening has also been extended from **09-04-2026** to **23-04-2026.**

Note: All other terms & conditions of tender notice shall remain unchanged.

PID(L)2729/25

Deputy Manager
Civil AM–North NGC Lahore

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SECTION-I

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.

IB.4 Bids 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.

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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. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. 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.
12. Drawings.

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.

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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.

Copies of the Employer's response will be forwarded to all Employers 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 Employers 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

10.1 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

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minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources along with 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	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program 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

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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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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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 favor 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.

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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) If the bidder is involved in Corrupt and/or fraudulent practices.

(d) 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.

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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 Employers 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 copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.

18.5 The original 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.

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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

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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.

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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.

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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 nonconforming 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:

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(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 Day work; 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.

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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 28 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.

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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, interiliac, 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.

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Section II 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: National Grid Company of Pakistan (NGCP). **Represented by: Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk
IB 1.1	The bidding is open to *National Competitive Bidding (NCB)*
IB 1.1	The name of the NCB is: **REPAIR & MAINTENANCE OF C-04 BUNGALOW AT 220KV GRID STATION NGC, NKLP, LAHORE** The identification number of the NCB is: **Tender No. TENDER NO. DM/CIVIL/T-02 2025-26 (Sr. No. 24)** The scope of work is as follows: **"REPAIR & MAINTENANCE OF C-04 BUNGALOW AT 220KV GRID STATION NGC, NKLP, LAHORE"**
IB 2.1	Source of Funding: *NGCP own Resources*
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in C-06 with codes CE-09, CE-10, EE-04, and EE-06 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.

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	ii) Constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any iv) 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 NGCP/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 NGCP 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 [Note: *NGCP's SOP for blacklisting of Contractors is available in NGCP website for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]* v) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf

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IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. **Qualification of the Bidder** To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. **Construction Experience:** The Bidder must have successfully completed at least two number of similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) at least equivalent to the amount of **PKR 0.710 Million.** The Bidder shall submit with the bid evidence in this regard including interiliac copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid. ii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at

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least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.

The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Key Personnel:**

The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).

Civil Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* *[Any relevant qualification may be specified depending upon the role of the person]*.

** Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.*

3. Bidder's Financial Capability:

The Employer will take into account the following criteria to verify the financial qualification of the Bidder.

i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The audited financial report issued for year 2024 should have UDIN as per ICAP letter circular no. 12/2024 dated 12.09.2024. The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

ii. Minimum average annual turnover of **PKR 0.355 Million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 03 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which

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	is being considered equal **PKR 0.178 Million plus 25% of the Bidder's commitments** for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents). **Notes:** • In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-P to Bid given in Section-III of the Bidding Documents. • The Bidder shall provide his current work commitments in form specified in the Bidding Documents. • The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents. • *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]* • The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents. In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion]. 4. **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-9 given in Appendix-P of Section-III of Bidding Document. Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

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	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. 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 document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk. and on e-PADS.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent:

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	No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer'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.
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** Delete the text of this Sub-Clause and substitute with the following: 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-A to Bid Special Stipulations ii.) Appendix-D to Bid Proposed Construction Schedule iii.) Appendix-F to Bid Method of Performing the Work iv.) Appendix-G to Bid Proposed Personnel v.) Appendix-H to Bid List of Major Equipment-Related Items vi.) Appendix-I to Bid Construction Camp and Housing Facilities vii.) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor viii.) Appendix-K to Bid List of Sub-Contractors ix.) Appendix-L to Bid Source of Materials x.) Appendix-N to Bid Deviations xi.) Appendix-O to Bid Integrity Pact xii.) Appendix-P to Bid Bidder's Qualification Forms b) Bid Security as per IB Clause 15.1 in the name of "Deputy Manager (Civil) Asset Management (North) NGCP, NKLP, Lahore" (Original to be attached with Financial Bid) c) Undertaking by the bidder in respect of submission of required bid security as per Appendix to Bid or copy of the bid security (to be attached with Technical Bid) 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 and JV partners;

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	e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); f) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.

	g) Proof of purchase of Bidding Documents from the Employer; h) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. i) PEC license pursuant to Sub-Clause 3.1(a); and j) 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 Appendices to Bid: i) Appendix-D to Bid Bill of Quantities ii) Appendix-M to Bid Estimated Progress Payments b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	Following is added at the end of Sub-Clause IB.11.2: "(f) The maximum J.V. partners shall not be more than three (03)."
IB 12.4	Delete clause 12.4 and replace it with the following. The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall be given price adjustment for the items as per factors provided in Appendix-C.
IB 12.5	The prices and bid evaluation should be with PST. (Note: - There is no need to give separate column or line item for this purpose in BOQ / Price Schedule.
IB 12.6	Add the following new Sub-Clause IB 12.6: The cost of project is: *[insert amount here]* for calculating insurance charges.

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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 **150 Days** after the date of Bid opening i.e. till **23-04-2026.**
IB 15.1	The amount of Bid Security shall be **PKR 25,000/-**
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 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 **Deputy Manager (Civil) AM North NGC, NKLP Lahore** on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date i.e till **17th October 2026**. 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 [or a counter guarantee which impacts rights of Employer to Ancash the Guarantee on 1st written notice from 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. [Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable] 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.

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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 17.1	(There will be no 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)	Sub-Clause 20.1 (a) is substituted by the following: 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: **2 3 -04-2026** Time: **11:00 HRS** Employer's address for the purpose of Bid Security submission: **Deputy Manager (Civil) AM-North** 220kV Grid Station NGC, NKLP Lahore, Pakistan Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk

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IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	Sub-Clause 21.1 (a) is substituted by the following: 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 Bid Security in original is received after the deadline for submission of Bids. ii) Against which bids are not received through e-PADs within bid submission deadline. Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. Date: **23-04-2026** Time: **11:00 Hrs** Address: Venue: **Office of Deputy Manager (CIVIL)** **AM-North NGC NKLP, Lahore.** 220 KV Grid Station NGC NKLP, Lahore. Telephone No. 92-42-35821190 E-mail address: attamuhammad@ntdc.com.pk Further the attendance will also be marked through e-PADS.

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IB.23.2	Sub-Clause 23.2 is substituted by the following: The date and time of the opening of Price Bids will be advised in writing and through e-PADS by the Employer. If the Price Bid is submitted along with the technical bid, the Employer shall reject the entire Bid and record at the time of opening of the Technical Bids.
IB-23.3	Deleted
IB-23.4	Deleted

IB.23.5	Sub-Clause 23.5 is inserted as follows: The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, 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 any other details as the Employer may consider appropriate.
IB.23.6	Sub-Clause 23.6 is inserted as follows: 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.23.7	Sub-Clause 23.7 is inserted as follows: The Employer will notify Bidders in writing and through e-PADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB.23.8	Sub-Clause 23.8 is inserted as follows: 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.

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IB.23.9	Sub-Clause 23.9 is inserted as follows: 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.23.10	Sub-Clause 23.10 is inserted as follows: All 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.23.11	Sub-Clause 23.11 is inserted as follows: 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.

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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, officer, 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."

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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.3.1 (a) & 3.1(b) and (iv) 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. Further, the Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains virus.
IB 27.3	Following Sub Clause is added after Sub Clause 27.2: If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.
IB 28.1	In case of Lots only 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	In case of Lots only 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." In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.

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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 of 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, officer 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	Add the following new Sub-Clause IB 12.5: The Employer's evaluation of a Bid will exclude and not take into account 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 hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

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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. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. 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. vii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. viii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. ix. 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, 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.
IB 37	The following clause is hereby added: - (**GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
37.1	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - **(Mechanism of Blacklisting)** 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

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38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Annexure - 1 to Bidding Data Sheet

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. TENDER NO. DM/CIVIL/T-02 2025-26 (Sr. No. 24)

"REPAIR & MAINTENANCE OF C-04 BUNGALOW AT 220KV GRID STATION NGC, NKLP, LAHORE"

(the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NGCP), 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 _____ 202_ 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

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Annexure - 2 to Bidding Data Sheet

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and …….....by……. 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……for _____ 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, interalia, 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 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, 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, 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 shall jointly and severally be bound

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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, 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 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, 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 favor 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

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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.

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature ……

WITNESS:

I. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

(Signature of the authorized representative)

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

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Annexure - 3 to Bidding Data Sheet

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV 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 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, interiliac, 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 and the Joint Venture Partners 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, who will be jointly and severally liable to perform the Contract by entering into Joint Venture 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:

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1. In requirement of the award of the Contract by the Employer to the Joint Venture 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 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 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 then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, 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, with respect to any of the claims arising 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.

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 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, 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 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 favor 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.

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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…….

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS:

I. ……

II. ……

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

WITNESS:

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

I. ……

II. ……

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Notes:

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

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Section –III:
FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

Sr. No.	Description		Page No.
1.	Form of Technical Bid		FOB -03
2.	Form of Financial Bid		FOB -05
Appendices to Bid			
3.	Appendix A to Bid:	Special Stipulations	FOB -07
4.	Appendix B to Bid:	Bill of Quantities	FOB-10
5.	Appendix E to Bid:	Proposed Construction Schedule	FOB-15
6.	Appendix F to Bid:	Method of Performing Works	FOB-17
7.	Appendix G to Bid:	Proposed Personnel	FOB-18
8.	Appendix H to Bid:	Equipment	FOB-20
9.	Appendix I to Bid:	Construction Camp and Housing Facilities	FOB-24
10.	Appendix J to Bid:	Organization Chart for Supervisory Staff	FOB-25
11.	Appendix L to Bid:	Source of Material	FOB
12.	Appendix N to Bid:	Deviations	FOB-26
13.	Appendix O to Bid:	Integrity Pact	FOB-27
14.	**Appendix P to Bid:**	**Bidder's Qualification Forms**	
	QF-1	General Information	FOB

	QF-2	Construction Experience	FOB-30

	QF-3	Performance Certificate	FOB-31
	QF-4	Current Contract Commitments	FOB-32
	QF-5	Financial Data	FOB-33
	QF-6	Annual Turnover Data	FOB-34
	QF-7	Financial Resources	FOB-35
	QF-8	Bank Certificate	FOB-36
	QF-9	Pending Litigation & Under Taking for Power of Attorney	FOB-37
	QF-10	Last 03 Years Bank Statement	FOB
15.	Appendix Q to Bid:	Undertaking of bid security	FOB
16.	**Standard Forms**		
	I	Bid Security (Bank Guarantee)	FOB-39
	II	Form of Performance Security	FOB-41
	III	Form of Contract Agreement	FOB-43

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Section - III

Forms of Bid and Appendices to Bid

Form of Technical Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (Sr. No. 24)**

Name of the Project: **"REPAIR & MAINTENANCE OF C-04 BUNGALOW AT 220KV GRID STATION NGC, NKLP, LAHORE"**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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.

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(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 IB-16 (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……
…
……

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Form of Price Bid

Bid for Contract No.: **TENDER NO. DM/CIVIL/T-02 2025-26 (SR. NO. 24)**

Name of the Project: "**REPAIR & MAINTENANCE OF C-04 BUNGALOW AT 220KV GRID STATION NGC, NKLP, LAHORE"**

To:

Deputy Manager (Civil),
AM-North NGC NKLP, Lahore.

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

(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.

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(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……
…
……

Witness:

Signature: …….....

Name.....

Address……
…
……

Occupation: …….....

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Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	In Accordance with NGCP BOFP
2.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
4.	Time for Furnishing Program	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	41.1	Within **14 days** from the date of receipt of the letter of acceptance or the date of signing of the contract agreement whichever is earlier. Notice to Commence shall be issued by the Engineer.
7.	Time for Completion	43.1, 48.2	**90 days** from the date of receipt of Engineer's Notice to Commence.
8.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of works subject to maximum amount 10% of Contract Price stated in the Letter of Acceptance. In case facility / works are of independent of each other and part of the facility / works can be used for its intended purpose, the LD will only be applicable for the remaining part.
9.	Defects Liability Period	49.1	**365 days** from the effective date of Taking Over Certificate.
10.	Percentage of Retention Money	60.2	**10%** of the amount of Interim Payment Certificate. 100% security will be released upon issuance of Defect Liability Period Certificate.
11.	Limit of Retention Money	60.2	10% of Contract price stated in LOA/ NOA
12.	Minimum amount of interim payment certificates (Running Bills)	60.2	10% (at least) more than the amount of all applicable retention and deduction of said bills
13.	Time of Payment from delivery of Engineers Interim Payment Certificate to the employer	60.10	As per NGCP Standard practice in vogue

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SPECIAL STIPULATIONS

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
4. Any item which has not been shown in the BOQ but required to be executed at site of work and fully covered in WAPDA composite schedule of rates 2022 plus inflation factor applicable will be paid to the contractor on the basis of rates provided in the abovementioned schedule (Zone-02) and premium approved by the competent Authority in this contract. The item not covered under WAPDA Composite schedule of Rates 2022 will be paid after getting their rates approved by the Manager Civil NGCP, Lahore which will be considered final.
5. All the Electric fittings and fixtures such as plugs, switches, ceiling rose, sockets, holders and cable etc. shall be (No.1 Quality) as approved by the Engineer.
6. Material used in the construction works should be as per WAPDA Standard Specifications.
7. All relevant tests such as concrete cylinder, steel, brick etc. will be carried at the expanse of the contractor.
8. **A check request shall be submitted by the contractor to Assistant Manager (Civil) AM-North / Sub Engineer (Civil) before executing any major activity.**
9. The balance security will be paid to the contractor after handing over the work complete in all respect to the taking the organization and after clearance from the Deputy Manager Civil (AM/ GSO) NGCP, Lahore.
10. The contractor has to make his arrangements of required specified water suitable for construction purpose.
11. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
12. Materials delivery at site for construction of project is obligation of Contractor.
13. The prior approval of Engineer/Engineer Representative will be required of manufacturer of civil works material

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List of Manufacturers of Civil Material		
Sr. No.	**Description of Items**	**Brands**
1	Steel	Mughal, Ittefaq, Amreli, Model
2	Cement	Maple Leaf, DG, Lucky, Bestway
3	Crush	As per approval of Engineer Incharge
4	Sand	As per approval of Engineer Incharge
5	Bricks	As per approval of Engineer Incharge
6	Weather Shield	Nippon, Burger, ICI, Diamond
7	Distemper	Nippon, Burger, ICI, Diamond
8	Glazed Tiles (Full Body)	Master, Times, Sonex, Style
10	Wardrobe materials	MDF Sheets with stainless steel Catchers and Handles etc.
11	Steel Railing in stairs	Non-Magnet Steel with Arc Welding
12	HDPE Pipes	Dadex, Master, Popular
13	PPRC Pipes	Dadex, Master, Popular
14	Vanity Bowl	PORTA, Faisal, Sonex
15	White glazed Earthenware water closet squatting type (Domestic Indian	PORTA D70 or Equivalent
16	White glazed Earthenware water closet (European Type)	PORTA H 257 or Equivalent
17	Washroom Accessories	Master, Faisal, PORTA, Sonex
18	Electric Geyser	Canon, Haier, Super Asia
19	Electric Wiring	Pakistan Cable, Fast Cable, GM Cable
20	Ceiling Fan	SK, Royal, Lahore Fan
21	Exhaust Fan	SK, Royal, Lahore Fan
22	Lights	OSAKA, Philips
23	Cooking Range	Orient, Dawlance
24	Door Locks	Khas, Welka (Italian), Yale
25	Stainless Steel Sink	Master, Sonex
26	Kerb Stones	Izhar,Banu Mukhtar
27	Air Condition (Invertor)	Gree, Haier, Orient
28	Refrigerator	Pel, Dawlance, Orient, Haier
29	Submersible Pump	KSB or Equivalent
30	PVC Pipe for pump boring	Dadex, Master, Popular
31	LED TV	TCL, SAMSUNG, LG (OLED)
32	Room Chair	BOSS or Equivalent

Note: The prior approval of Engineer/Engineer Representative will be required in case of change of manufacturer of civil works material.

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Appendix-B to Bid

BILL OF QUANTITIES A. Preamble

General

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.

3. The quantities given in the Schedule of Quantities 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.

4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. The price shall include all type of taxes except PST.

5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, 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.

7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.

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8. Contractor shall be responsible for arrangement of all consumable materials for execution of works within the prices quoted in Price schedules/BOQ.

9. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

10. As this a measurement type contract so quantities may increase or decrease and / or their types may vary resultantly the contract price may change. The Engineer is authorized to measure such work and accordingly approve the invoices. The Employer shall not stop payment merely it is beyond the price of the contract. However, such changes shall immediately be conveyed to Chief Engineer (Civil), NGCP. In case any irregularity is found, the Employer shall reserve the right to withhold the payments and recover its loss from any amount due or to be due to the contractor besides other remedial measures.

Units & Abbreviations

11. Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

12. The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Kilometer	Km.
Running meter	Mtr.
Square meter	Sqm
Kilogram	Kg
Cubic Meter	Cum
Provisional Sums	PS
Percent	%
Quantity Qty	

Pricing

13. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.

14. As specified in the Bid Data Sheet prices shall be subject to adjustment in accordance with the corresponding Appendix-C to Price Bid (Price Adjustment) to the Contract Agreement.

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15. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.

16. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.

17. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

18. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

19. Arithmetic errors will be corrected by the Employer as per ITB 31.

20. Price of any other item not specifically covered in the Price Schedules but is required for the completion, commissioning and operation shall be deemed to be included in the Schedule of Quantities.

21. The Contractor of any Lot may be required by the Engineer/Employer to carry out work on any location falling in any other Lot.

22. The Contractor will be responsible for arrangement of all necessary security measures for protection of Plants, equipment, personnel and other assets of Contractor or Employer at site until taking over of works by the Employer.

23. The Contractor shall take all the safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.

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B. WORK ITEMS

1. The Bill of Quantities are divided into separate schedules as attached:

2. Bidders shall price the Bill of Quantities in local currency only.

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Appendix-D to Bid
Sheet 1 of 2 PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete the Works including the activities like mobilization, survey for stalking, Civil Works (Foundations, superstructure, finishing, electrical & plumbing works, external infrastructure works), Erection of Towers, Stringing, OPGW Splicing, testing and commissioning of Works to be executed under the Contract. It shall include but not limited to the following:

Sr. No.	Description of Work	Period in months from the effective date of contract
1.	Establishment of site office	
2.	Erection a) Commencement b) Completion	
3.	Testing & Pre-commissioning a) Commencement b) Completion	
4.	Commissioning	

To provide the accumulative effective of the activities per month, the bidder shall also provide the graph/ chart as following:

Sr. No.	Description	Months											
		1	2	3	4	5	6	7	8	9	----	----	15
1.	Signing of contract												
2.	Commencement												
3.	Mobilization												
4.	Layout Survey												
5.	Substructure												
6.	Superstructure												
7.	Mechanical, Electrical & Plumbing Works												
8.	Finishing Works												
9.	Infrastructure works												
10.	Landscaping												

The proposed program of Works shall base on the Schedule of Implementation as per Bidding Documents.

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Sheet 2 of 2

Note: The bidder shall also indicate the construction crews employed to achieve the completion target for the following:

Type of Crews	**No. of Crew employed**	**Expected Progress/month/crew***
Layout Survey		
Excavation Works		
Concreting Works		
Steel Woks		
Masonry Works		
Plaster Works		
Tile/Marble Works		
Plumbing Works		
Electrical Works		
Mechanical Works		
Paint Works		
Wood Works		
Aluminum/Glass Works		
Furniture Works		
Landscaping Works		

*****Mention the required time per structure of a crew to complete a certain activity e.g., foundation, excavations, filling, structure works, MEP works, finishing Works etc.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix- G to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Detailed Work Plan depicting the detail of activity (at least level-04) and the expectation of cash flows.

3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

4. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

5. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

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Form PER – 2: Resume of Proposed 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*

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Appendix-H to Bid

EQUIPMENT

Form EQ – 1: List of Major Equipment – Related Items

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications. The list of major equipment for construction works of the project should be addressed under the following categories:

a) Surveying & Levelling

i. Total Station ii. Auto Level

b) Excavation & Compaction Works

i. Excavators
ii. Compactors
iii. Dumpers
iv. Water Bozers
v. Field Density Test Equipment

c) Concreting

vi. Concrete Mixers & Tower Buckets
vii. Conveyors/Transit Mixers
viii. Vibrators
ix. Slump Cone Test Apparatus
x. Water Quality Test Kits
xi. Laser Thermometers xii. Compressive Test Machine

d) Scaffolding & Form Works

i. Scaffolding Pipes, Beams & Clamps
ii. Shuttering Plates

e) Plumbing Works

i. Pressurizers & Gauges

f) Electrification

i. Earthing Test Tools ii. Multi-meters

g) Asphalt Concrete

i. Asphalt Paver Machine
ii. Asphalt Concrete Mixers iii. Asphalt Compactors
iv. Asphalt Test Apparatus

h) Steel Works

i. Cutting Tools iii. Vernier Calipers/Scale Gauges ii. Bending Tools

Note: *The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix*

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Form EQ – 2: List of Major Equipment

a) Owned b) To be Purchased or c) To be Arranged on Lease	Description of Unit (Make, Model, Year)	Capacity /Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Total Station a. Owned **b.** To be Purchased **c.** To be Leased						
Auto Level a. Owned **b.** To be Purchased **c.** To be Leased						
Excavators **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						
Dumpers/Trollers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Bozers a. Owned **b.** To be Purchased **c.** To be Leased						
FDT Apparatus a. Owned **b.** To be Purchased **c.** To be Leased						
Concrete Mixers a. Owned **b.** To be Purchased **c.** To be Leased						
Conveyors/Transit Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Vibrators **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Slump Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Water Quality Kits a. Owned **b.** To be Purchased **c.** To be Leased						
Thermometers **a**. Owned **b.** To be Purchased **c.** To be Leased						
Compressive Test Machine **a.** Owned **b.** To be Purchased **c.** To be Leased						
Scaffolding Pipes, Beams & Clamps **a**. Owned **b.** To be Purchased **c.** To be Leased						
Shuttering **a**. Owned **b.** To be Purchased **c.** To be Leased						
Line Pressurizers & Gauges **a.** Owned **b.** To be Purchased **c.** To be Leased						
Earthing Test Tools a. Owned **b.** To be Purchased **c.** To be Leased						
Multimeters **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Paver Machine **a**. Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Concrete Mixers **a.** Owned **b.** To be Purchased **c.** To be Leased						
Asphalt Compactors **a**. Owned **b.** To be Purchased **c.** To be Leased						

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Asphalt Test Apparatus **a**. Owned **b.** To be Purchased **c.** To be Leased						
Steel Cutting & Bending Tools **a**. Owned **b.** To be Purchased **c.** To be Leased						
Vernier Calipers/ Gauge Scales a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						
a. Owned **b.** To be Purchased **c.** To be Leased						

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Appendix-I to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
   a) Power (expected power load, etc.).
   b) Water (required amount and system proposed).
   c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
   a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
   b) Warehouses and Storage Areas (area required, type of construction and layout).
   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of testing Lab with testing equipment etc.

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Appendix-J to Bid

ORGANIZATION CHART

FOR THE
SUPERVISORY STAFF AND LABOR

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Appendix-N to Bid

DEVIATIONS

Form D1-Deviations from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

Form D2-Deviations from Technical Conditions

Deviations if any, which the bidder has taken to the Technical Provisions in preparation of his bid, must be listed below.

Sr. No.	Clause No. /Section No.	Deviations

Note: Attach additional sheets, if necessary.

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Appendix-O 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

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Appendix-P to Bid

BIDDER'S QUALIFICATION FORMS

QF-1	General Information
QF-2	Construction Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Annual Turnover Data
QF-7	Financial Resources
QF-8	Bank Certificate
QF-9	Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture 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.

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Form QF-1: General Information

Bidder and its Joint Venture 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	Contract
5.	Facsimile	E-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business 1. 2. 3. 4.	 Since: Since: Since: 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:

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Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

(For a period of Last 10 Years)

Name of the Project: ……..

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder……

Place:

Date:

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Form QF-3: Performance Certificate

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 Commencement	Date of Completion

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 NGCP 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.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

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Form QF-4: Current Contract Commitments

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments							
No.	**Name of Contract**	**Employer's Contact (Address, Tel, Fax)**	**Total Contract Value**	**Contract Completion Date**	**Outstanding Contract Value (X) *a***	**Remaining Contract Period in months (Y) *b***	**Monthly Financial Resources Requirement (X / Y)**
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							**$** . . . .

[a] Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline ($ equivalent based on the foreign exchange rate as of the same date).
[b] Remaining contract period to be calculated from 28 days prior to bid submission deadline.
c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

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Form QF-5: Financial Data

Financial Data for Previous 3 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:

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Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three (03) fiscal years			
Year	**Amount Currency**	**Exchange Rate**	**Equivalent Amount (in the currency of Bid)**
		Average Annual Turnover	

Signature and Seal of Bidder:

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Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

(a) its current contract commitments calculated on three (03) months basis, and

(b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1	Liquid Assets	
2	Credit Line[a]	
3	Other Financial Resources	
	Total Available Financial Resources	

[a] *To be substantiated by a letter from the bank issuing the line of credit.*

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

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Form QF-8: Bank Certificate

This is to certify that M/s…… is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

- **Change the text as follows for Joint Venture:**

This is to certify that M/s……..…… who has formed a JV with M/s……and M/s……...for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely…… is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs…… to M/s……. to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

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Form QF-9: Pending Litigation

Each Bidder or member of a JV 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:

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STANDARD FORMS

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BID SECURITY (Bank Guarantee)

Security Executed on_____
(Date)

Name of Surety (Bank) with address_____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

_____

Guaranteed Amount/Sum of Security Rupees_____(Rs._____) Bid Reference No._____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (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 Bidder has submitted the accompanying Bid dated ___ for Bid No. ___ for ___ (Particulars of Bid) to the said Employer; and

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

(1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, 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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed 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 Surety at its address given above.

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PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

2. _____ _____
_____ Corporate Guarantor
Name, Title & Address (Seal)
Name, Title & Address

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount_____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:
_____
_____
(Scheduled Bank in Pakistan)
Name of Principal (Supplier or Contractor) with address:
_____
_____
Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____. (Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

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 Guaranteed Amount/Sum 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_____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that p:iay 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 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 the

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issuance of Warranty Certificate in accordance with Clause ___ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein 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 Which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person 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 and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ___ and ___ , or contestations by any other party or person, any Sum or Sums up to the :1mount stated above, against the Employer's written declaration that the Principal has ·refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ 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.

The Guarantee shall be a continuing security and shall remain in operation until ___ after the expiration, termination of the contract or any extension thereto.
PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.
IN WITNESS, WHEREOF, the above-bounden 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: Guarantor (Bank)

1. _____ Signature_____
_____ Name_____
Corporate Secretary (Seal) Title_____

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2. _____

_____ _____

Name, Title & Address Corporate Guarantor

(Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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 Contract Agreement;
(b) The Letter of Acceptance;
(c) The completed Form of Bid;
(d) Special Stipulations (Appendix-A to Bid);
(e) The Particular Conditions of Contract;
(f) The General Conditions;
(g) The priced Bill of Quantities;
(h) The completed Appendices to Bid;
(i) The Drawings;
(j) The Specifications.
(k) _____ (any other)

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 with 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

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Signature of the Contactor
_____
(Seal)

Signature of Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

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Section IV General Conditions of Contract

SECTION-IV GENERAL CONDITIONS OF CONTRACT

This bidding document follows the FIDIC conditions of contract for construction works. The Conditions of Contract Comprise of two Sections: Section-IV – General Conditions of Contract, and Section-V – Special Conditions of Contract.

All the general Conditions shall be as per the FIDIC documents indicated below. These shall be read along with the Particular Conditions of Contract for interpretation. In case of any discrepancy between these General Conditions of Contract and the Particular Conditions of the Contract of Section-V, the provisions under the latter shall govern.

FIDIC FEDERATION INTERNATIONALE DES INGENIEURS – CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendment

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Section V
Special Conditions of Contract

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SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

A. (a) (i) The Employer is: National Grid Company of Pakistan (NGCP)

Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

(a) (iv) **The Engineer is: Dy. Manager (Civil), 220 KV Grid Station, NGC, NKLP, Lahore.**

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with SubClause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

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The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51, except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Assistant Mangers (Civil) shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.
(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

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5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Form of Bid;
(4) Special Stipulations (Appendix-A to Bid);
(5) The Special Conditions of Contract;
(6) The General Conditions;
(7) The priced Bill of Quantities;
(8) The completed Appendices to Bid;
(9) The Specifications
(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

The Contractor shall be responsible for provision of (13) Nos. Copies of the Contract Agreement free of charge. The documents shall be arranged in the aforementioned sequence and provided to Employer within 10 days of signing of Contract Agreement.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance in shape of CDR/Pay order/ bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

Performance Security shall remain valid and applicable as interpreted from the conditions of Contract and amendments on account of time/scope/cost/quality variations. Further, In case of a change in Contract Price by a factor of more than 15% on account of reasons stipulated in Clause-55 of Conditions of Contract, the Performance Security shall be liable for revision.

11.1 Inspection of Site

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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

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The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.
The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

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During the period of the Contract, the Contractor shall submit to the Engineer not later than the 5th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;
(2) Description of all work carried out since the last report;
(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(4) Monthly summary of daily job record;
(5) Photographs to illustrate the status of progress on the Site.
(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
(9) Copies of quality assurance documents, test results and certificates of Materials.
(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following:

Deputy Manager (Civil) NGC, 220 KV G/S NKLP Lahore.

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

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15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

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21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property (d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.1 Evidence and Terms of Insurance Covers

In line-04 of paragraph-1, the words "including premium payment plan and paid premium receipts (PPRs)" are added after words "To the Employer".

Following paragraph is added at the end of existing para to form part of Clause: -

"In case of failure of the Contractor to arrange insurance covers as per required terms before commencement of works, the Employer reserves right to arrange the necessary covers by itself and recover the costs from Contractor's payments including Interim Payment Certificates and Retention Monies under Clause 60"

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

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The Contractor shall procure and submit the insurance cover before Date of Commencement. In case of failure, the contractor shall be fully responsible for any event and loss and shall indemnify as per insurance cover to be arranged. Furthermore, the Employer also reserves the right to procure the insurance policies at risk and cost of the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

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34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

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35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

44.1 Extension of Time for Completion

The Existing Text of the provision is deleted and replaced with the following.

The Contractor shall be entitled subject to Clause 44.2 to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 43.1 & 48.2 is or will be delayed by any of the following causes:

(a) a Variation (unless an adjustment to the Time for Completion has been agreed) or other substantial change in the quantity of an item of work included in the Contract,

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(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
(c) exceptionally adverse climatic conditions,
(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Clause 44.2. The Engineer shall after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Employer and Contractor accordingly. The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with Appendix-E, F, G & H to bid. While determining each extension of time under this Clause, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

The Engineer shall make his determinations and notify the finalized/approved determination within reasonable time but not later than 90 days after submission of interim/final particulars by the Contractor in pursuance of this Clause as per prevalent SoPs .

46.2 Progress Reports

The Contractor shall submit to Engineer and Employer the daily, weekly, monthly progress reports and cash flow projections on the format approved by the Engineer. The monthly reports shall be submitted within 05 days from completion of the respective month.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

49.2 Completion of Outstanding Works and Remedying Defects

The following sub-clause is included at end of existing text

c) Provide detailed Completion Report alongwith as built data/drawings, material reconciliation reports and Hard and Soft Copies of site records/data to the Engineer for information and approval prior to expiry of Defect Liability Period. One copy shall also be provided to Employer for reference.

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d) Return balance/surplus materials to designated NGCP warehouses as per material reconciliation reports dully approved by the Engineer. All Coordination in allocation and handing over of material will be carried out through Engineer of the Project.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

"Variations

The Sub-Clause (a), (b), (c), (d), (e) & (f) are deleted and replaced with following text

(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation if and to the extent that change is due to Clause 55.1 and 56.1),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) Changes to the sequence or timing of the execution of the Works.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing "are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

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54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or
b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:
"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub Cause 60.11 (a) (6) hereof".
(in case Clause 60.11 is applicable)
The Last Paragraph starting from word "Notwithstanding" and ending with word "Employer" is deleted

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60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

The following Sub-Clause 60.11 & 60.12 is added:

60.13 Employer's/Engineer's Right to withhold payments

a) Notwithstanding the terms of Clause 60.2 & 60.3 or any other Clause of the Contract, no amount will be certified by the Engineer for payment/paid by Employer until the Performance Security/Advance Payment Security, if required under the Contract, has been provided by the Contractor, approved by the Employer and is valid for the required duration stated in the Contract Clause 10.2 and 60.12.

b) In case of Contractor's non-compliance with reporting requirements under Clause-46.2 and insurance requirements under Clause 20 of Conditions of Contract.

c) If there is any ambiguity in the payment/claim or Interim Payment Certificate, the Employer may have withheld the payment to such extent and may process the remaining amount. In such case, the withheld amount may be included in the next Payment Certificate along with clarification for ambiguity pointed out by Employer.

d) In case of Contractor's non-compliance with the laws/regulations of the tax authorities' (Federal/Provincial), the Employer reserves the right to withhold the payments for ensuring the necessary compliance.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:
Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

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65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer:

National Grid Company of Pakistan (NGCP).
Deputy Manager (CIVIL)
AM-North NGC NKLP, Lahore.
220 KV Grid Station NGC NKLP, Lahore.
Telephone No. 92-42-35821190
E-mail address: attamuhammad@ntdc.com.pk

b) The Engineer is:
Dy. Manager (Civil), AM (North) Lahore Employer's
Phone # 042-35821190
E-Mail: attamuhammad@ntdc.com.pk

69.0 Default of Employer
This clause with all sub clauses is deleted in its entirety.

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73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes
Provincial Sales Tax

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 income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax. Copy of sales tax return will be will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O 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 Subcontractors, agents or servants;
(b) terminate the Contract; and
(c) 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 Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this SubClause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days' prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and
(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

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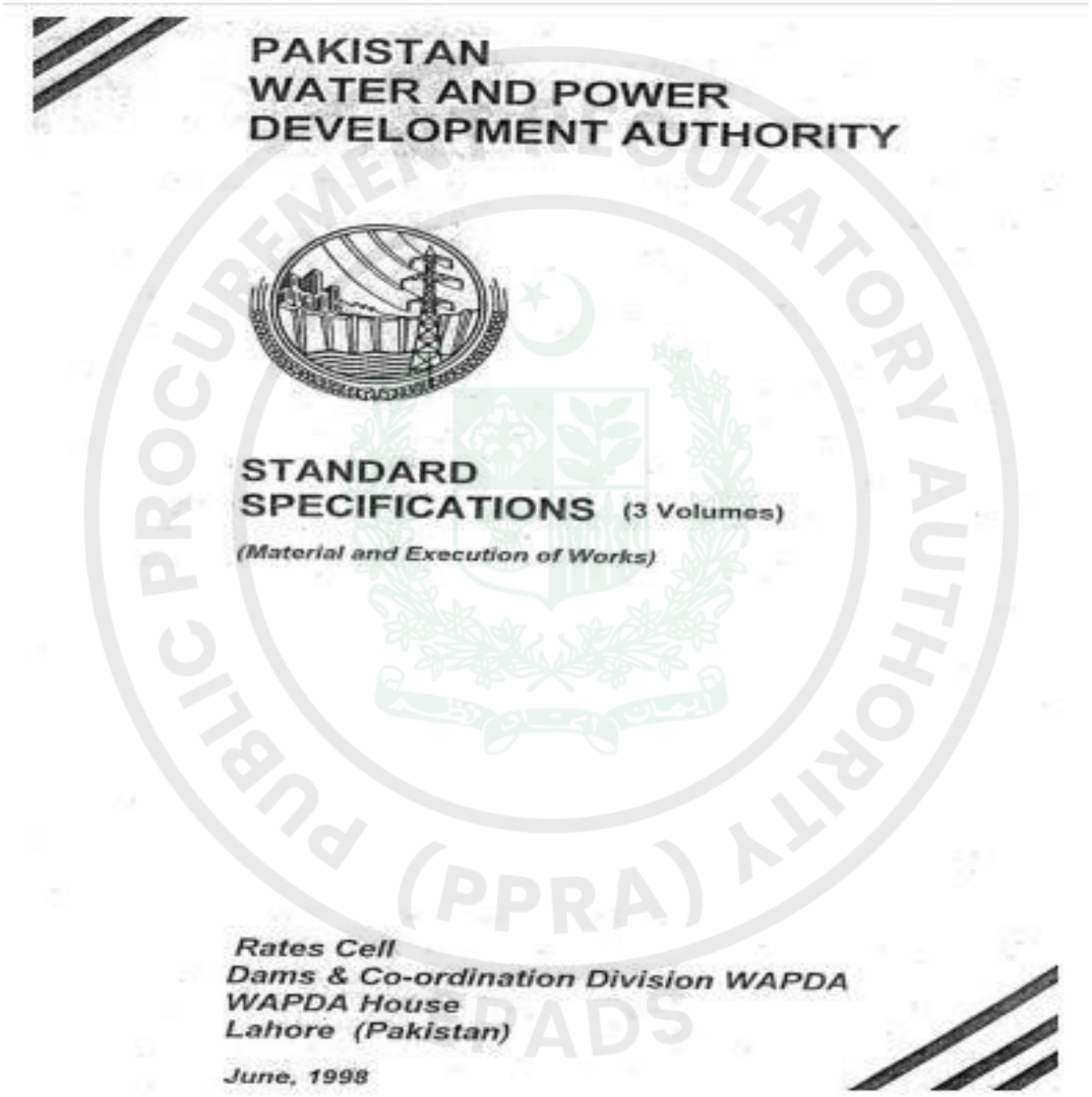
SECTION VI SPECIFICATIONS

All scope of the works shall be performed in accordance with the WAPDA/NGCP relevant standard specifications (Volume-I to III).



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(SECTION-VI)

Employer's Requirement

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SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

2. Description of Project

2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

REPAIR & MAINTENANCE OF C-04 BUNGALOW AT 220KV GRID STATION NGC, NKLP, LAHORE

2.2. Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGCP shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGCP.

2.3. Location of Sites

The site for construction is located in Tehsil & District Faisalabad, Province Punjab, Pakistan.

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2.4. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

2.5. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGCP.

3. Work By Contractor (Scope)

3.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following:

REPAIR & MAINTENANCE OF C-04 BUNGALOW AT 220KV GRID STATION NGC, NKLP, LAHORE

In accordance with the Contract Documents, BOQ and drawings.

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a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

4. Drawings

4.1. Drawings in Contract

4.1.1. Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These are only reference drawings.

4.1.2. Tender Drawings

The drawings provided in the tender shall not be used for execution of the Work unless the Employer gives specific instructions/ approval for such use.

4.1.3. Construction Drawings

The Work shall be performed in accordance with the detailed construction drawings. The drawings provided with the bidding document are the reference drawings to be used for filling of BOQ only.
The actual construction / work drawings will be issued by the Engineer (Design office, NGCP) to the successful bidder on, “if and when required” basis.

4.1.4. Detail Drawings

All the basic/ scope drawings, specifications, schemes and any other information shall be provided by the Employer to the successful contractor on if and when required basis in due time and in logical order to facilitate proper coordination. However, allied engineering drawings (electrical/mechanical), required for the successful completion of the project shall be responsibility of the contractor, but the contractor will be liable for the Employer’s approval before the implementation of such drawings (allied drawings).

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4.2. Data Other than Drawings

All of the applicable requirements of this Clause with reference to drawings shall be provided by the Employer and shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data.

4.3. Work Prior to Provision of Drawings by NGCP

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to NGCP. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by NGCP.

4.4. Ownership of Drawings and Data Etc

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of NGCP and shall be non-returnable. NGCP will have the right to use this property.

5. Reference Drawing Tender Document

5.1. General Notes

i) The drawings provided in the tender document are only reference drawings and they shall not be used for execution of the Works unless the Employer/ Engineer gives specific instructions/ approval for such use.

ii) The drawings contained in tender document are the property of NGCP/ WAPDA and are intended for the purpose of providing information to assist bidders in preparing proposal for bid. Use of these drawings for any purpose other than that intended is prohibited except with the express permission of NGCP.

iii) These drawings are included to define and illustrate the general design specifications detailed/ allied designing shall be the responsibility of the contractor and shall be subjected to the approval of the Engineer.

iv) Bid drawings are not intended to show all details of material/works and approved drawings shall not be interpreted as indicating any limitation to the scope of works.

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v) The Contractor shall be responsible for ensuring proper functional requirements of the various types of material/works approved by the Engineer, to achieve proper coordination with various components offered in the bid.

vi) The Contractor shall supply all auxiliary material and devices, which are not listed but are necessary for proper performance of the systems described in the bid drawings and documents.

6. Guidelines Materials & Construction

1. Contractor will ensure the application of the Vibrator (Compatible Shaft Size) in all the Concrete Works, especially Structural Concrete by maintaining the required temperature of Concrete
2. Availability of Slump Test apparatus, required set of Sieves for conducting Sieve analysis (For Coarse & Fine Aggregate), temperature measuring device etc. shall be maintained at site.
3. Curing will be carried out as per specifications for Concrete work, Brick work, Plaster etc.
4. Required number of concrete cylinders will be filled as per Wapda General Specification to maintain and check the strength of the Concrete.
5. Bar bending schedule shall be submitted by the Contractors & will be verified / approved by the concerned site staff (NGCP) before placing of steel.
6. Testing of Steel will be carried out from the External laboratory (Cost of test will be borne by the Contractor) as per relevant ASTM Standards as mentioned in the Structural Drawings.
7. For Earth Work/Backfilling Use of suitable Compacting Equipment shall be insured to get required compaction,
8. Bricks shall be used from the Approved Sources finalized by the Site Staff. (Minimum Deputy Manager/Civil)
9. Required Lab testing of Crushing Strength, Absorption Etc. will be carried from the external lab as directed by the Site Staff. (Minimum Deputy Manager/Civil)
10. Kacha Shuttering/ raw wood batten, shall not be used for structural concreting.
11. Upon completion of project, contractor will ensure complete removal of all debris resulted during construction work outside the premises of the grid station.
12. If the drawing is felt silent or any change is noticed at site from design/drawing or any confusion arises in the drawing the matter shall be referred back to design NGCP prior to start of work.
13. 1st 50% security will be released to the contractor after issuance of completion certificate & final 50% security will be released after expiry of Defect Liability Period & issuance of clearance certificate from office of Deputy Manager (Civil).
14. All the arrangement for Water, Electricity etc. will be carried out by contractor himself for execution of work.

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15. In Case of any conflict between above points (1-14) and specifications, Contract provisions will prevail.

(SECTION-VII)

General Guidelines

For Verification & Processing of Payment, Certificates/Bills (IPCs)

Variation Orders (VOs)

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GENERAL GUIDELINES FOR VERIFICATION & PROCESSING OF PAYMENT, CERTIFICATES/BILLS AND MANAGEMENT OF CHANGE (MOC)/VARIATION ORDER

1. Management of Change/ Variation Orders Procedure:

   a) Any new item of Construction if deemed necessary to incorporate during execution will be as per the WCSR/MRS rates, keeping in view quoted rates during tenders

   b) In case the required rate is not available in the WCSR/MRS, a new rate analysis as per the drafting Standard (Templates) will be done by incorporating the current items rates of the material used

   c) Unapproved variations out of scope of BOQ must not be included in bills without approved variation order

   d) A proper variation order (VO) approval request need to be submitted by the Contractor to Consultant / Client with complete details

      i) Approved Drawings ii)

      Measurement Sheet

      iii) Abstract of Cost iv) Rate Analysis (As per

      standard Format)

      v) Quotation of the Approved Material

   e) WCSR/MRS unit rates are required to be used for such variations where applicable.

   f) Else a detailed rate analysis with scheduled input rates need to be attached.

   g) Justification of variation/change shall be attached with variation order in lieu of terms and conditions of contract and document proof with pictures must be attached with same.

   h) Consultant/Employer representative will verify the Variation Order and recommend it to competent authority for approval with cost impact and justification.

   i) On approval from competent authority the consultant/Employer's representative shall issue the Variation Order to Contractor. Such variation items must be mentioned separately from original BOQ in the bill. The approved variation order copy duly signed and stamped need to be attached with bills.

2. Material Test reports as per approved frequency of testing, (with comments of the site staff/Consultant) need to be attached where applicable.

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3. Site QA/QC inspection reports duly signed by Consultants/employer's representative showing satisfactory quality works executed need to be attached with bill.

4. All papers of IPC must be signed and stamped in original by the Contractor before submission to Consultants/employer's representative for payment.

5. All cuttings need to be signed by the concerned person.

6. For claimed quantity of each item, clear calculations based upon actual measurements on site need to be attached in a proper sequence and easy to be checked. Measurement Sheets are also required to be attached with the bill.

7. Bills should be in proper format and matching to BOQ item listing.

8. Bills should be prepared and verified in professional manner and in case of multiple IPCs, the cumulative format of IPCs need to be followed.

   The Contractor is also required to submit Bill in soft format along with hard copy for reference and compliance.

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NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO.1

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.

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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.

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CHAPTER NO. 2

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.

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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.

2.1.3 Other Causes

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.

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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.

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CHAPTER NO. 4

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.

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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.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(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 PLACED 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

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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.

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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.

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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.

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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.

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Past Experience / Contracts

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

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

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

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

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

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

Current Contract Commitments / Contracts in Progress Form

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Financial Situation and Performance

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

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

1. Financial data

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

* Refer ITA 14 for the exchange rate

3. Financial documents

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

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

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

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

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

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

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

Average Annual Turnover (Annual Sales Value)

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

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

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

* Refer ITA for date and source of exchange rate.

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

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