Standard Bidding Document

Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line
(Non-Consultancy Services)

National

Single Stage-One Envelope

October 13, 2026

500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar),Deputy Manager
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar)** has reserved Funds for the procurement planned for FY **2026-27**. The **500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line**" with the reference of **"P156069"**

2. The **500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/156069**.

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 **Wednesday, November 4, 2026 11:00 AM**. E-bids will be opened on the same day at **Wednesday, November 4, 2026 11:30 AM**. Manual

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

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.gov.pk).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

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

2. **Source of Funds**

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

3. **Fraud & Corruption**

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

4. **Eligible Bidders**

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

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

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

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

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

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

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

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

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

4.1.8.1. its professional conduct; or

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

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

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

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

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

5. **Qualification of the Bidder**

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

B. Bidding Documents

6. **Contents of Standard Bidding Document**

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

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

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

7. **Clarifications**

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

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

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

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

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

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

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8 .**

7.4. If indicated **in the BDS**, the bidder’s designated representative is invited at the bidder’s cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

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

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

permitted.

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

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

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

8. **Amendment of Bidding documents**

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

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

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

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

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

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

C. Preparation of Bids

9. Documents Constituting the Bids

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

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

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

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

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

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

9.1.6. Any other document required in the BDS.

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

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

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

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

11.1. Pursuant to ITB 8, the bidder shall furnish, as part of itsbid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

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

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

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

12. **Form of Bid**

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

13. **Bids Prices**

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

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

to be included in the prices of other items.

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

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

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

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

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

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

15. **Bids Currencies**

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

16. **Bid Validity Period**

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

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

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

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

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

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

17.4.1. the expiry of the Bid Security;

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

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

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

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

17.5.1. if a bidder:

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

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

17.5.2. in the case of a successful bidder fails:

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

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

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

18. **Alternative Bids by Bidders**

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

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

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

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

20. **Format and Signing of Bids**

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

D. Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

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

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

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

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

24. **Third Party Validation**

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

25. **External Bid Evaluation Committee**

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

26. **Opening of Bids**

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

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

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

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

27. **Confidentiality**

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

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

28. **Preliminary Examination of Bids**

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

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

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

28.1.3. is accompanied by the required securities; and

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

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

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

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

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

been met without material deviation or reservation.

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

30. **Correction of Errors**

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

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

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

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

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

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

31. **Conversion to Single Currency**

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

32. **Evaluation of Bids**

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

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

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

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

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

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

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

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

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

33. **Determination of Most Advantageous Bids**

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

34. **Abnormally Low Financial Bids**

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

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

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

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

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

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

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

35. **Rejection of Bids**

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

36. **Cancellation of procurement**

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

37. **Single Responsive Bid**

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

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

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

39. **Arbitration Clause**

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

40. **Fee of the Arbitrator**

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

41. **Socio-economic development**

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

42. **Environmental objectives**

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

F. Award of Contract

43. **Appointment of Contract Manager**

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

44. **Criteria of Award**

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

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

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

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

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

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

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

47. **Notification of Award**

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

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

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

48. **Signing of Contract**

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

49. **Performance Guarantee**

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

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

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

50. **Advance Payment**

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

51. **Arbitration**

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

52. **Corrupt & Fraudulent Practices**

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

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

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

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

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

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

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

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

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

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

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

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

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Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar)**

The subject of procurement is: **Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line**

Expected commencement date: **Friday, November 27, 2026**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P156069**

BDS Clause Number 3
ITB Number 4.6

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **2**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, November 1, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar)** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid: **No**

BDS Clause Number 7
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.6

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

BDS Clause Number 9
ITB Number 13.1 & 13.2

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

BDS Clause Number 10
ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

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

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **IMPREST NTDCL 500KV T/LPESHAWA**
The Bid Security shall be in the form of: **Call at Deposit, Demand Draft**

BDS Clause Number 15
ITB Number 17.3

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

BDS Clause Number 16
ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

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

Grid Station, Sheikh Muhammadi Road, Badhber., Badaber, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

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

The deadline for Bids submission is: **Wednesday, November 4, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

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

Day *:* ***Wednesday***

Date: ***Wednesday, November 4, 2026***

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

BDS Clause Number 19
ITB Number 32.1

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

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

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

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

BDS Clause Number 21
ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

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

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Lot Title : Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line

Bid Security : 278949 PKR

Position	Delivery Schedule	Quantity
Clearing Right of Way & Mobilization/Demobilization	**Address:** Kheshgi Payan, Dheri Zardad, District Charsadda, (Remote Location) GPS Coordinates (34.057756, 71.837666) **Schedule:** 2 Days **Quantity:** 1/Qty	1/Qty
Civil Works	**Address:** Kheshgi Payan, Dheri Zardad, District Charsadda, (Remote Location) GPS Coordinates (34.057756, 71.837666) **Schedule:** 15 Days **Quantity:** 1/Qty	1/Qty

Position	Delivery Schedule	Quantity
Erection Works	**Address:** Kheshgi Payan, Dheri Zardad, District Charsadda, (Remote Location) GPS Coordinates (34.057756, 71.837666) **Schedule:** 5 Days **Quantity:** 1/Qty	1/Qty
Stringing Conductor & OPGW, Sagging & Adjusting Overhead Shield Wire and Conductor	**Address:** Kheshgi Payan, Dheri Zardad, District Charsadda, (Remote Location) GPS Coordinates (34.057756, 71.837666) **Schedule:** 5 Days **Quantity:** 1/Qty	1/Qty
Dismantling Works	**Address:** Kheshgi Payan, Dheri Zardad, District Charsadda, (Remote Location) GPS Coordinates (34.057756, 71.837666) **Schedule:** 2 Days **Quantity:** 1/Qty	1/Qty

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Position	Delivery Schedule	Quantity
Testing and Commissioning	**Address:** Kheshgi Payan, Dheri Zardad, District Charsadda, (Remote Location) GPS Coordinates (34.057756, 71.837666) **Schedule:** 2 Days **Quantity:** 1/Qty	1/Qty

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Related Services :

Yes

Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line

Position	Related Services
Clearing Right of Way & Mobilization/Demobilization	Site Clearance
Civil Works	Site Clearance
Erection Works	Site Clearance
Stringing Conductor & OPGW, Sagging & Adjusting Overhead Shield Wire and Conductor	Site Clearance
Dismantling Works	Site Clearance
Testing and Commissioning	Site Clearance

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Services Specifications

Lot Title : Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line

Position: Clearing Right of Way & Mobilization/Demobilization

Specifications / Requirements:

Title	Description
Clearing of Right of Way	1 Job
Mobilization & Demobilization	1 Job

Position: Civil Works

Specifications / Requirements:

Title	Description
Providing and Casting in situ bored RCC piles in 1:1.5:3 cement concrete of approved crushed stone and coarse sand including all costs of boring drilling with rotary, reverse rotary or any approved method, placing concrete with tremie, excluding cost of supply and fabrication of steel bars reinforcement cage, which shall be paid separately including screening and washing of shingle 915mm dia.	112 Meters

Title	Description
Supplying & fabrication of intermediate grade deformed reinforcement for RCC piles including cutting, bending laying in position welding and fastening including cost of binding wire. 60,000 PSI	9619.1 Kg
Reinforcement cement concrete work using course sand I/c all labour & material except cost of steel reinforcement and its labour for bending & binding which will be paid separately. This rate also includes all kinds of forms, moulds, lifting, shuttering with stub setting complete in all respect. 1:1.5:3	10.7 Cum
Supplying & fabrication of intermediate grade deformed reinforcement for RCC beam columns & pile caps including cutting, bending, laying in position including the cost of binding wire/welding and removal of rust etc. 60,000 PSI Pile Cap (M/B Top & Bottom # 7 @225 mm c/c, D/B Top & Bottom # 7 @225 mm c/c, Chimney, Cage #8, Rings#3 @ 300mm c/c).	1274.9 Kg
Difference between OPC and SRC	520 Bags

Position: Erection Works

Specifications / Requirements:

Title	Description
Collection, Transportation and installation of 220kV Double circuit Tower (EA+0+6) along with accessories including U-bolts/V-Shackle, installation of number plates, disc insulator strings, phase plates, danger plates, anticlimbing devices in accordance with requirements of site and contract document/drawings and complete in all respect using Gin/Pole by Piece/Crane.	1 Tower
Welding of erected tower bolts and nuts after final inspection upto the height of 8.0 m from top of foundation chimney as per specification	1 Tower

Position: Stringing Conductor & OPGW, Sagging & Adjusting Overhead Shield Wire and Conductor

Specifications / Requirements:

Title	Description
Transportation and installation of ACSR Rail Conductor (twin bundled, double circuit) including insulator installation along with complete hardware, accessories and dampers etc. complete in all respects as per specifications and approved drawings.	1 Job (0.7 Km)
Transportation and installation of shield wire along with complete hardware, including hardware assemblies, joint boxes, accessories, dampers etc. complete in all respects as per specifications and approved drawings.	1 Job (0.7 Km)

Position: Dismantling Works

Specifications / Requirements:

Title	Description
Dismantling of existing 220kV TLine (double circuit, twin bundled) including but not limited to dismantling/removing of insulators, conductor, ground wire, dampers and other associated hardware and accessories including shifting/transporting and proper stacking of material at NGC Store Rawat.	1 Job (0.7 Km)
Dismantling of existing double circuit 220kV Tower (EA+0+2) including but not limited to dismantling/removing of tower and accessories including clearing/restoring the site, shifting/transporting and proper stacking of the material at NGC Store Rawat	1 Tower

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Position: Testing and Commissioning

Specifications / Requirements:

Title	Description
Testing and Commissioning of 220kV TLine (Re-routed Section) and OPGW as per NTDC/NGC approved specifications	1 Job

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Scope of Work

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(PPRA)
EPADS

Clearing ROW as per BOQ.

Mobilization/Demobilization of labor crew and T&P.

Construction of New Pile Foundation for EA Tower

- *Providing and Casting in situ bored RCC piles in 1:1.5:3 cement concrete of approved crushed stone and coarse sand.*
- *Supplying & fabrication of intermediate grade deformed reinforcement for RCC piles including cutting, bending laying in position welding etc.*
- *Reinforcement cement concrete work using course sand I/c all labour & material etc.*
- *Supplying & fabrication of intermediate grade deformed reinforcement for RCC beam columns & pile caps.*

Dismantling and Transportation of Existing 220kV Double Circuit TLine

- *Dismantling of Two spans (0.7km) conductors (twin bundled), insulators, ground wire, dampers and other associated hardware/accessories etc.*
- *And transportation to TL Store NGC Rawat*

Dismantling and Transportation of Existing Steel Tower

- *Tower Type T# 16 "EA" (EA+0+2) Double Circuit*
- *And transportation to TL Store NGC Rawat*

Transportation and Erection of Steel Tower

Brief Description

d

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Price Schedule

For Individual Positions

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

For Lots

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

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General Conditions of Contract

A. General

1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

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

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

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

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

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

13.4. **Payments**

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

14. **Termination**

14.1. **By the Procuring Agency**

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

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

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

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

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

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

14.2. **By the Contractor**

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

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

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

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

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

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

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

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

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

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

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

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

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

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

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

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

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

18.1.2. changing the Program of activities; and

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

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

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

21. **Performance Guarantee**

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

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

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

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

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

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

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

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

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: 500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar), Deputy Manager Grid Station, Sheikh Muhammadi Road, Badhber., Badaber, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

Contractor is:

The title of the subject procurement is:Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar), Deputy Manager
Grid Station, Sheikh Muhammadi Road, Badhber., Badaber, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-335-740-1744
dmtlpeshawar@ntdc.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar), Deputy Manager
Grid Station, Sheikh Muhammadi Road, Badhber., Badaber, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-335-740-1744
dmtlpeshawar@ntdc.com.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **1.00%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

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

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

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P156069***

To: **500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar), Deputy Manager Grid Station, Sheikh Muhammadi Road, Badhber., Badaber, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

We, the undersigned, declare that:

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

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

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

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

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

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

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

Contract Form

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar), Deputy Manager Grid Station, Sheikh Muhammadi Road, Badhber., Badaber, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line (*P156069*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

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 WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **500 KV T/L(M) (Manager Asset Management Circle National Grid Company (NGC-North) Peshawar), Deputy Manager Grid Station, Sheikh Muhammadi Road, Badhber., Badaber, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

[address]

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Documents Requirements

Information (Read-Only)

See Form Under Additional Forms and Documents: **Documents Requirements** (page number: 80)

BOQ

Information (Read-Only)

See Form Under Additional Forms and Documents: **BOQ** (page number: 184)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 186)

Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 192)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 196)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 197)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 198)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 200)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 201)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

NATIONAL GRID COMPANY OF PAKISTAN LTD (NGC)

Tender No.04/2026-2027/TLM Division NGCP Peshawar

"Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line at Dera Zhardar, District Charsadda IRO TL M Division NGCP Peshawar"

UNDER NGC'S OWN RESOURCES

SINGLE STAGE SINGLE ENVELOPE

PREPARED BY:

OFFICE OF SENIOR MANAGER 500KV T/L (M) DIVISION
NGCP PESHAWAR

July-2026

BIDDING DOCUMENTS
FOR
TENDER NO.04/2026-2027/TLM Division NGCP Peshawar

"Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line at Dera Zhardar, District Charsadda IRO TL M Division NGCP Peshawar"

Name and address of the ……

Contractor to whom ……
These Tender Documents are issued
for tendering: - ……

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

Name (in Block Letter), designation and address of NGC's above officer

Engr.Muhammad Bashir Khan
Senior Manager
500KV T/L (M) Division
NGCP Peshawar

Address: 500kV TL division GSO Peshawar, PO badabher Peshawar, KPK**.**
Tel No. 091-2626533
Email ID: dmtlpeshawar@ntdc.com.pk

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INVITATION FOR BID

Bid Reference No. 4/2026-2027/ TLM Division NGCP Peshawar

1. National Grid Company of Pakistan NGCP (Formerly NTDC) "the Employer", responsible for development and control of power transmission system in the country, invites sealed bids for:

"Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line at Dera Zhardar, District Charsadda IRO TL M Division NGCP Peshawar"

Through "Single Stage Single Envelope Procedure" on National Competitive Bidding (NCB) basis from eligible firms registered with Federal and Provincial Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority.

2. The Employer invites sealed bids from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the above scope of works besides having valid EE-05, C-6 and CE-10 License.
3. All the bids shall be submitted electronically through E-Pak Acquisition and Disposal System (E-PADS) V2 in scanned PDF format and shall be opened through E-PADS in the presence of the bidders in the officer of "**Senior Manager TL M Division NGC Peshawar"**. No bid other than EPADS V2.0 V2.0 will be accepted.
4. Bidders may obtain further information from the Office of the Employer

Senior Manager
500KV T/L (M) Division
NGCP Peshawar

Address: DM TL 500KV GSO NGCP Peshawar, PO Badabher, Peshawar, KPK**.**
Tel No. 091-2626533
Email ID: dmtlpeshawar@ntdc.com.pk

5. A complete set of Bidding Documents may be accessed by an interested bidder from EPADS V2.0 system. The complete bidding documents are available on PPRA and NTDC/NGC websites.
6. All bids must be accompanied by a Bid Security amounting to **Min 2% of the Estimated Amount in Rupees** in the form of deposit at CDR or Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of "**IMPREST NTDCL 500KV T/LPESHAWA**".

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

7. The bidders must quote for the complete scope of work. Bids covering only a part of the work shall be rejected.

8. All bidders must fill in check list before submission of bid in their own interest as per Instructions to Bidders which is a mandatory requirement.

9. The Competent Authority reserves the right to reject all bids and to annul bidding process at any time prior to contract award as defined in Clause 33 of Public Procurement Rules 2004.

Senior Manager
500KV T/L (M) Division
NGCP Peshawar

Address: DM TL 500KV GSO NGCP Peshawar, PO Badabher, Pesh, KPK**.**
Tel No. 091-2626533
Email ID: dmtlpeshawar@ntdc.com.pk
Tel No. 091-2626533

SECTION I

ITB-2

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 source of funds will be NTDC (NGCP) own resources.**

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 and C-6, CE-10 and EE-05 category.
b. Duly prequalified/enlisted with the Employer.
c. Having required work experience as mentioned in the advertisement.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

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

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data.
3. 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 and Mobilization Advance Guarantee/Bond.
12. Drawings.

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7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

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

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

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language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

(a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;

(b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:

(i) Evidence of access to financial resources 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 bid 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;

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(c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

(d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and

(e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

11.3 Bidders shall also submit proposal 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

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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.

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

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validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.

15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the Bid Validity date.

15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

15.6 The Bid Security may be forfeited:

(a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;

(b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or

(c) 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:

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(i) furnish the required Performance Security; or

(ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.

17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all 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.

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IB.18 Format and Signing of Bid

18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

18.2 All appendices to Bid are to be properly completed and signed.

18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and 'COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

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IB.19 Preparation of Bids

19.1 Each bidder shall submit his bid electronically through EPADS V2.0 in scanned PDF format containing competed Tender, including appendices. Tender guarantee to be submitted before the tender opening on specified date.

IB.20 Deadline for Submission of Bids

20.1 Bids must be submitted electronically no later than the time and date stipulated by EPADS V2.0.

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 submitted late through EPADS V2.0 as per the PPRA policy will not be entertained.

IB.22 Modification, Substitution and Withdrawal of Bids

22.1 Any bidder may modify, substitute or withdraw his bid after bid submission as per the relevant rules of PPRA regarding EPADS V2.0 system.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

23.1 The Employer will open the bids through EPADS V2.0, 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.

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23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.

23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

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26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

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

(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

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28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause IB.27;
(b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced 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:

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

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

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

IB.31 Notification of Award

31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.

31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

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32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

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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 (formerly NTDC). Represented by: Senior Manager 500KV T/L (M) NGCP Division Peshawar **Address:** DM TL 500KV GSO NGCP Peshawar, PO Badabher, Pesh, KPK. **Tel No.** 091-2626533 **Email ID:** dmtlpeshawar@ntdc.com.pk
IB 1.1	The bidding is open to *[National Competitive Bidding (NCB)]*
IB 1.1	The name of the NCB is: **"Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line at Dera Zhardar, District Charsadda IRO TL M Division NGCP Peshawar"** _____ The identification number of the NCB is: **Tender No.4/2026-2027/TLM Division NGCP Peshawar** The scope of work is as follows: *The scope consists of "* ***Clearing ROW as per BOQ.*** ***Mobilization/Demobilization of labor crew and T&P.*** ***Construction of New Pile Foundation for EA Tower*** • *Providing and Casting in situ bored RCC piles in 1:1.5:3 cement concrete of approved crushed stone and coarse sand.* • *Supplying & fabrication of intermediate grade deformed reinforcement for RCC piles including cutting, bending laying in position welding etc.* • *Reinforcement cement concrete work using course sand I/c all labour & material etc.* • *Supplying & fabrication of intermediate grade deformed reinforcement for RCC beam columns & pile caps.* ***Dismantling and Transportation of Existing 220kV Double Circuit TLine***

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	• *Dismantling of Two spans (0.7km) conductors (twin bundled), insulators, ground wire, dampers and other associated hardware/accessories etc.* • *And transportation to TL Store NGC Rawat* ***Dismantling and Transportation of Existing Steel Tower*** • *Tower Type T# 16 "EA" (EA+0+2) Double Circuit* • *And transportation to TL Store NGC Rawat* ***Transportation and Erection of Steel Tower*** • *Transportation of New Tower Type (EA+0+6) Double Circuit from NGC Warehouse to the site.* • *Erection of new Tower on new pile foundation.* • *Installation of number plates, disc insulator strings, phase plats, danger plates, anti- climbing devices.* ***Welding of tower bolts and nuts*** • *Welding of the erected tower bolts and nuts after final inspection upto the height of 8.0 m from top of the foundation chimney.* ***Stringing of Conductor, Aluminum Clad Steel Shield Wire*** *Transportation and installation/stringing of ACSR Rail Conductor (twin bundled, double circuit, 0.7 km span) including insulator transportation/installation along with complete hardware, accessories and dampers etc complete in all respects as per specifications and approved drawings.* *Transportation and installation of shield wire (0.7 km) along with complete hardware, including hardware assemblies, joint boxes, accessories, dampers etc. complete in all respects as per specifications and approved drawings.* ***Testing and Commissioning of 220kV TLine (Re-routed Section) and OPGW as per NTDC/NGC approved specifications***
IB 2.1	Source of Funding: NGCP (Formerly *NTDC) 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 the relevant category (depending upon the value of proposed award) besides C-6, CE-10 and EE-05 valid License 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 as above 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) Contractor 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 NGC (NTDC)/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed by NTDC/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 NTDC 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: *NGC (NTDC's) SOP for blacklisting of Contractors is included in this document 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.*] iv) 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
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:** **A. <u>For Transmission Lines:</u>** i) The bidder as a contractor (as single entity or as JV partner or subcontractor) must have substantially completed construction contract(s) comprising of detailed survey, construction of tower conventional foundations, erection of towers, stringing, testing & commissioning of following • *The bidder as a contractor (as single entity or as JV Partner) must have completed construction contracts comprising of construction of RCC Spread foundations, erection of towers, stringing, testing and commissioning of 220kV or higher voltage bundled T/Lines of at least 2 KM strung by controlled tension method during last ten years.*

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*If the Bidder has executed these contract(s) as a JV partner, he shall have carried out all the activities mentioned here before
* For purpose of this clause, the experience shall be evidenced through Completion Certificates/Taking over Certificates etc. showing substantial completion of works.

ii) Such transmission lines must have been operating successfully for at least two (02) years prior to deadline for submission of bids.

iii) In case the bid is submitted by a joint venture under this bidding process, lead partners shall meet the above experience criteria.

b) *In case the bid is submitted by a Joint Venture, lead partner shall meet the above mentioned criteria. Each JV Partner, other than the lead partner, must have completed as a contractor or sub-contractor, construction contracts comprising of construction of RCC Spread foundations, erection of towers, stringing, testing and commissioning of 220kV or Higher voltage bundled T/Lines of at least 2 KM strung by controlled tension method during last 10 years.*

iv) The Bidder shall submit with the Bid evidence in this regard including inter alia copies (with English translation) of the contract agreement(s), substantial completion certificate(s) and Defects Liability Certificate, duly notarized, for the contract(s).

v) The bidder shall have his own tension / stringing equipment along with associated T&P and critical equipment as per requirement of the project duly supported with documentary evidence/catalogues/drawings for undertaking such like works in good working condition. Alternatively, if not so, the bidder will identify the confirmed source of the said machinery, T&P etc. along with documentary evidence/catalogues/drawings and shall provide necessary guarantee/surety that he will arrange the said equipment in good working condition through its own resources prior to start of stringing activity. The aforementioned documentary evidence shall be submitted with the bid.

vi) **Special Criteria**
The bidder or his subcontractor shall have experience Of RCC Spread foundation in varied soil condition during the last (05) five years.

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).

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Electrical 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 five (05) years shall be submitted by the Bidder. 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 **10 million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 05 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 is being considered equal to ***50 millions*** 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:

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- In case of JV, all the JV partners shall combinable 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. <u>Bidder's Litigation History</u>

   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.

The above stated requirements are the minimum and the Employer reserves the right to request for any additional information. The Employer also reserves the

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	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.

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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.
IB 8.1	The Sub-Clause 8.1 is amended to the following extent: No request for clarification will be entertained which will be received later than 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. 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 Bid submitted by the Bidder shall be comprising the following documents i) Appendix-A to Bid Special Stipulations ii) Appendix-B to Bid Foreign Currency Requirements (Not Used) iii) Appendix-C to Bid Price Adjustment (under Clause 70) iv) Appendix-D to Bid Bill of Quantities v) Appendix-E to Bid Proposed Construction Schedule vi) Appendix-F to Bid Method of Performing the Work vii) Appendix-G to Bid Proposed Personnel viii) Appendix-H to Bid List of Major Equipment-Related Items ix) Appendix-I to Bid Construction Camp and Housing Facilities x) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor xi) Appendix-K to Bid List of Sub-Contractors xii) Appendix-L to Bid Source of Materials xiii) Appendix-M to Bid Estimated Progress Payments xiv) Appendix-N to Bid Deviations xv) Appendix-O to Bid Integrity Pact xvi) Appendix-P to Bid Bidder's Qualification Forms

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	xvii) Bid Security as per requirements specified in Clause:---------[as per updated PPRA Rules] xviii) Written Power of Attorney, duly notarized, authorizing the signatory of the bid to act for and on behalf of the Bidder; xix) Copies of Original Documents defining the constitution or legal status, place of registration and principal place of business of the bidder and JV partners; xx) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); xxi) An Affidavit that the Bidder has read and accepts NTDC's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document. xxii) 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. xxiii) PEC license pursuant to Sub-Clause 3.1(i); and xxiv) Electronic/Soft copy of complete Bid in CD/DVD/USB/Pen Drive (dully protected as READ ONLY/End to End Encrypted) containing an electronic version of the Bid in PDF format scanned from the original bid. xxv) 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. *[insert the appropriate mechanism as per project strategy]*
IB 12.5	The prices and bid evaluation should be without 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.
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

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	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 180 days after the date of Bid opening.
IB 15.1	The amount of Bid Security shall be **minimum 2% of the bid value**
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 the Employer on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture 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 encash the Guarantee on 1st written notice from Bank in Pakistan]* shall not be acceptable and rejected as non-responsive." *[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.
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	Pre-bid meeting will be held as per the following schedule: Date: Bid Opening Date as per EPADS V2.0 Time: *11.00AM* Venue: *DM TLM NGCP Peshawar.*

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IB 18.4	Sub-Clause 18.4 is substituted with the following: "Each Bidder shall prepare by filling out the forms completely and without alterations one original Bid as described in IB. 11 and clearly mark each "ORIGINAL - BID" .In addition, the Bidder shall submit two (02) copies each of the Bid, clearly marked as "COPY NO… - BID". In the event of any discrepancy between the original and the copies, the original shall prevail. The Bidder shall also submit an electronic copy of BOQ on Pen Drive in MS Office (Excel) format."
IB.19.1	Sub-Clause 19.1 is substituted by the following: "The Bid (comprising the relevant documents as stated under Sub-Clause IB.11) shall be prepared.
IB 19.2 (a)	Employer's address for the purpose of Bid Participation: **Senior Manager** **500KV T/L (M) Division** **NGCP Peshawar** **Address:** DM TL 500KV GSO NGCP Peshawar, PO Badabher, Pesh, KPK**.** **Tel No.** 091-2626533 **Email ID:** dmtlpeshawar@ntdc.com.pk
IB 19.2 (b)	**Name of the Project:** **"Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line at Dera Zhardar, District Charsadda IRO TL M Division NGCP Peshawar"** **Tender No: 4/2026-2027/TLM Division NGCP Peshawar**
IB 20.1 (a)	Deadline for Submission of bid: *Date: Bid Opening Date as per EPADS V2.0* *Time: 11:00 A.M*
IB 20.1	Add the following new Para (e) at the end of Sub-Clause: "(e) Bids submitted through fax or email shall not be considered."

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IB.23 23.1	**Bid Opening:** Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Bid 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. Time: [11.30 A.M] Date: Bid Opening Date as per EPADS V2.0 V2.0 Address: **office of** **Senior Manager** **500KV T/L (M) Division** **NGCP Peshawar** **Address:** DM TL 500KV GSO NGCP Peshawar, PO Badabher, Pesh,KPK**.** **Tel No.** 091-2626533 **Email ID:** dmtlpeshawar@ntdc.com.pk
IB 24.2	Add the following new Sub Clause after IB 24.1: 24.2 Bidders and their respective agents, suppliers, sub-contractors, representatives and anyone else on behalf of the bidder will not communicate or attempt to communicate directly or indirectly with the Employer, including any employees, directors, officers, agents or representatives of any of them during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Employer. Bidders will also not engage in any form of political or other lobbying whatsoever with respect to their Bids, or otherwise attempt to influence the outcome of the Competitive Bidding Process. In the event of any such communications or lobbying, Employer may at any time reject any Bid by that Bidder without further consideration.
IB 25.1	Add the following at the end of Sub-Clause 25.1: The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.
IB 25.2	Add the following new Sub-Clause: If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

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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 Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) meets the qualification criteria delineated at Sub-Clause IB.3A hereof; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. (v) has been properly signed; (vi) is accompanied by the required Bid Security; and (vii) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder."
IB 26.4	Following Sub-Clauses are added at the end of Sub-Clause 26.3: The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omits any material information required to be submitted by the Bidding Documents.
IB 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."

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	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, officers and employees. The Employer may independently verify any information (including conducting credit, reference and other checks with respect to a Bidder) and consider such findings in its evaluation. Employer is not required to inform Bidders of how Bids were ranked in the evaluation process.
IB 28.6	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

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	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. Bid is not received by the due date and time specified. ii. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. iii. Bid does not cover the complete scope of work. iv. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. v. Deviations, conditionality or reservations have been introduced to any part of the bidding documents which may not be acceptable to the Employer in its sole discretion. vi. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. vii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. viii. Bid received from any Black listed Firm / Contractor. If at any time it is found that a material misrepresentation of facts is made or uncovered; the information submitted by the bidder concerning his qualification was false and materially inaccurate or incomplete. 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 **37.1**	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.

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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
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

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	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.
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

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	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. **[]**(the "tender"), including signing and submission of all documents and providing information / responses to National Grid Company of Pakistan (formerly NTDC), 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 _____ 2020 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

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, inter-alia, stipulates that an Undertaking of two or more qualified partners, meeting the requirements of 'Qualification & Evaluation Requirement of the Bidder', as applicable may bid, provided, the Joint Venture 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:

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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:

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

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performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

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

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

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

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

WITNESS :

I. ……

II. ……

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

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

(Signature of the authorized representative)

Name ……..

Designation …….

Signature …….

WITNESS :

I. ……

II. ……

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

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

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

WITNESS :

I. ……

II. ……

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 (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, inter-alia, stipulates that two or more qualified partners, meeting the requirements of Clause 2, Section-ITB and 'Qualification & Evaluation Requirement of the Bidder'(clause 13, 24 & 26 of ITB), as applicable may bid, provided, they submit a Letter of Intent to enter into Joint Venture Agreement 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

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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 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 rising out of the performance or non-performance of the obligations set forth in the Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this Letter of Intent. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract in the event of award on Joint Venture.

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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 Performa 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.

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……..

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Name …….. (Signature of the authorized representative)

Designation …….

Signature …….

WITNESS :

I. ……

II. ……

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

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

Name …….. (Signature of the authorized representative)

Designation …….

Signature …….

WITNESS :

I. ……

II. ……

Notes:

1. In the event that the successful Bidder is a joint venture 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 BID AND APPENDICES

NAME OF WORK **"Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line at Dera Zhardar, District Charsadda IRO TL M Division NGCP Peshawar"**

(TENDER NO.4/2026-2027/TLM Division NGCP Peshawar)

TENDER

(Note:- The appendices form part of the Tender. Tenderers are required to fill up all the blank spaces in this Tender Form and Appendices. They are also required to strike out one of the two words "above/below" appearing in Para2 of this Tender.)

TO,

The National Grid Company of Pakistan (NGCP) Lahore.

GENTLEMEN,

Having examined the drawings, conditions of contract, Specifications and Bill of quantities for the construction of the above-named Work, we, the undersigned offer to construct complete and maintain the whole of the said work in conformity with the said drawings, conditions of contract, Specifications and Bill of quantities for the tender price of Rupees……..……..
(Rs……..)

Or such other sum as may be ascertained in accordance with the said conditions. The said Tender Price has been derived by us in accordance with the undertaking incorporated in Para-2 below.

2. We undertake that our unit rates for the construction completion and maintenance of the above work shall be ……..Percent above/below will confirmly be applicable to all Estimated unit rates and Estimated amounts of the items of Works included in the Bill of Quantities.
3. We undertake if our tender is accepted to commence the work within fourteen days of receipt of the Engineer's order to commence, and to complete and deliver the whole of the works comprised in the contract within ….. days calculated from the date of the receipt of Engineer's order to commence.
4. We understand that we will be required to furnish any performance security for the performance of the contract.
5. We agree to abide by this Tender for the period of One Hundred Fifty (150) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive and that you will not defray any expense incurred by you in tendering.
8. As security for the due performance of the undertakings and obligations of this tender, we submit herewith Tender Guarantee in the form of a Draft or Cashier's Cheque or Pay Order obtained from a Wapda Bonds in the amount of Rupees ……..
……
(Rs……) drawn in your favor or made payable to you and valid for Two hundred and (200 days) days from the date established for opening of Tenders.
9. We understand that the appendices attached here to from part of this Tender.

Dated. This …….. day of ……. 2026.

TENDERER'S ADDRESS& SEAL TENDERER'S SIGNATURE

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Appendix A
To Tender

SCHEDULE OF MATERIALS TO BE SUPLLIED BY THE EMPLOYER

The material(s) and/or good(s) set out in the second column of the table below will be arranged for and supplied to the contractor by the Employer or the Engineer at the price and the place set opposite to such material and/or good(s) in the fourth and fifth column respectively of the said table, and the Contractor undertakes to receive the said material (s) and/or good(s) at the same price and place as aforementioned:-

Sr		Description	Quantity	Rate	Amount
1		**220kV Steel Tower Type EA**			
	i	Basic Body	01-No		
	ii	6 Meter Single Leg Extension	01-No		
	iii	Grounding Set	02-No		
	iv	Stubs with Cleats	04-No's		
2		**Hardware and Accessories for Conductor and OPGW**			
	i	Single Suspension String Assembly for ACSR Rail (SS-R)	06-Sets		
	ii	OPGW Suspension Assembly	01-Set		
	iii	OPGW Double Tension Assembly for Tower having Joint boxes	01-No		
3		**Disc Insulators**			
	i	120kN Anti-fog Type Insulators with ball & Socket coupling for suspension string	90-No's		
4		**Dampers**			
	i	Stockbridge Vibration Dampers for OPGW	6-Sets		

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BILL OF QUANTITIES

Sr No.	DESCRIPTION	Quantity	Rate (PKR)	Amount (PKR)
(1)	(2)	(3)	(4)	(5)
1	*Mobilization / Demobilization*	Lump sum		
2	*Clearing ROW*	Lump sum		
3	*Providing and Casting in situ bored RCC piles in 1:1.5:3 cement concrete of approved crushed stone and coarse sand including all costs of boring drilling with rotary, reverse rotary or any approved method, placing concrete with tremie, excluding cost of supply and fabrication of steel bars reinforcement cage, which shall be paid separately including screening and washing of shingle 915mm dia.*	112-Mtr		
4	*Supplying & fabrication of intermediate grade deformed reinforcement for RCC piles including cutting, bending laying in position welding and fastening including cost of binding wire. 60,000 PSI*	9619.1-Kg		
5	*Reinforcement cement concrete work using course sand I/c all labour & material except cost of steel reinforcement and its labour for bending & binding which will be paid separately. This rate also includes all kinds of forms, moulds, lifting, shuttering with stub setting complete in all respect. 1:1.5:3*	10.7-Cum		
6	*Supplying & fabrication of intermediate grade deformed reinforcement for RCC beam columns & pile caps including cutting, bending, laying in position including the cost of binding wire/welding and removal of rust etc. 60,000 PSI* *Pile Cap (M/B Top & Bottom # 7 @225 mm c/c, D/B Top & Bottom # 7 @225 mm c/c, Chimney, Cage #8, Rings#3 @ 300mm c/c).*	1274.9-Kg		
7	*Difference between OPC and SRC*	520-Bags		

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8	*Dismantling of existing 220kV TLine (double circuit, twin bundled) including but not limited to dismantling/removing of insulators, conductor, ground wire, dampers and other associated hardware and accessories including shifting/transporting and proper stacking of material at NGC Store Rawat.*	0.7-Km		
9	*Dismantling of existing double circuit 220kV Tower (EA+0+2) including but not limited to dismantling/removing of tower and accessories including clearing/restoring the site, shifting/transporting and proper stacking of the material at NGC Store Rawat.*	1-Tower		
10	*Transportation and installation of 220kV Double circuit Tower (EA+0+6) along with accessories including U-bolts/V-Shackle, installation of number plates, disc insulator strings, phase plates, danger plates, anti-climbing devices in accordance with requirements of site and contract document/drawings and complete in all respect using Gin/Pole by Piece/Crane.*	12-Ton		
11	*Welding of erected tower bolts and nuts after final inspection upto the height of 8.0 m from top of foundation chimney as per specification.*	1-Tower		
12	*Transportation and installation of ACSR Rail Conductor (twin bundled, double circuit) including insulator installation along with complete hardware, accessories and dampers etc. complete in all respects as per specifications and approved drawings.*	0.7-Km		
13	*Transportation and installation of shield wire along with complete hardware, including hardware assemblies, joint boxes, accessories, dampers etc. complete in all respects as per specifications and approved drawings.*	0.7-Km		
14	*Testing and Commissioning of 220kV TLine (Re-routed Section) as per NTDC/NGC approved specifications*	1-Job		
15	Total			
16	KPRA @ 5%			
17	Grand Total (Incl Taxes)			

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Appendix B
To Tender

Appendix C
To Tender

FROM OF TENDER SECURITY

Security Executed on……..
……..……..
(Name of Surety with address (not other than a schedule Bank in Pakistan)

Name of principle (Tenderer)……
……...
Sum of Security (express words and figures)……
……..(Rs……..……..……..)
Date of Tender……..…….

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of terms of the Tender and at the request of the said principal (Tenderer) we, the Surety above named are held and firmly bound unto the NATIONAL GRID COMPANY OF PAKISTAN, NGCP (formerly NTDC), hereinafter called the Authority, in the sum stated above, for the payment of which sum well and truly to be made, we ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THESE OBLIGATION IS SUCH, that whereas the Tenderer has submitted the accompanying tender dated…….for…… WHEREAS, the Authority has required as a condition for considering said Tender that the Tenderer deposits with the Authority either a certified Cheque, or cashier s Cheque, or banker's drafts or Wapda Bonds with, a specified bank equivalent to not less than Rupees…….(Rs…….)or in lieu thereof furnish a Tender Bound/Guarantee in like amount from Schedule Bank of Pakistan conditioned as under:-

(i) that the Tender Security shall remain valid for not less than two hundred (200) days following the date set for opening of Tenders regardless of the validity period of the Tender itself; and
(ii) that the Tender Security of the unsuccessful tenderers will be returned by the Authority upon award of the contract; and
(iii) that in event of failure of the successful Tenderer to execute the proposed Contract for such work the entire said sum be paid immediately to the said Authority as liquidated damages and not as penalty for the successful Tenderer's failure to perform.

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

PROVIDED THAT the Surety shall forthwith pay the Authority the sum of Rupees …….)upon first written demand of the Authority, notice of which shall be sent by the Authority by registered post duly addressed to the Surety at its address given above.

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

IN WITNESS WHEREOF, the above bounded Surety has executed this 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.

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Witness ……
(1)……...
……
(2) ……
……
……

SURETY …….
SEAL ……

STANDARD FORMS

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.

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NOW THEREFORE, if the successful Bidder shall,. within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract 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.

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:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
Name, Title & Address

Name, Title & Address

Guarantor (Bank)

Signature_____

Name_____

Title_____

_____
Corporate Guarantor (Seal)

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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 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

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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. _____
_____
Corporate Secretary (Seal)

Signature_____
Name_____

Title_____

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 witnesseth as follows:

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

2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:

   (a) The Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);

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(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.

Signature of the Contactor	Signature of Employer
_____	_____
(Seal)	(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:	Witness:
_____	_____
(Name, Title and Address)	(Name, Title and Address)

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MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No._____ Date _____

WHEREAS _____(hereinafter called the 'Employer') has entered into a Contract for _____
(Particulars of Contract)
with _____ (hereinafter called the "Contractor').

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

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

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

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____whichever is earlier.
(Date)
The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____(Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____
_____
Corporate Secretary (Seal)

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

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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 amendmen

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Section V
Special Conditions of Contract

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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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 (Formerly NTDC)

Senior Manager
500KV T/L (M) Division
NGCP Peshawar
Address: DM 500KV TLM Division GSO NGCP, Kohat Road Peshawar, KPK.
Tel No. 091-2626533
EmailID: dmtl.Peshawar@ntdc.com.pk

(a) (iv) The Engineer is: *[Engr M. Bashir Khan DM TLM Division NGCP Peshawar]*

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 Sub-Clause 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;

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

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(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 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:

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The following paragraph is added:

The *[--insert details of in house design expert/office/consultant-----]* 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:

2.7Engineer 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.

2.8Replacement 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.

5.1Language(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.

5.2Priority 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;

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(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:

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. Such Security shall, at the option of the bidder, be in the form of bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

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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 labour, 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 14 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:

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

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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 8th 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,

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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 distribution list:

[Provide list of concerned stakeholders for distribution of information.]

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 authorised 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:

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.

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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 authorise 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 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:

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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:

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:

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34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favourable 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 favourable 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

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

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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 neighbourhood 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:

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

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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 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 mayincrease, but shall not decrease, the total extension of time.

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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 along with 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 NTDC warehouses as per material re-conciliation 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.

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“ 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

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

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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:

"In addition to above, release of this retention money is subject to issuance of GRN/SRS by In charge of designated NTDC Warehouse for balance material of the project as per material reconciliation report along with certification from In charge of the Warehouse of completeness and healthiness of the returned material. The material reconciliation report shall be duly vetted by Chief Engineer (T/L) Design as per as-built profile of the project."

60.10 Time for Payment

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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:

60.11 Secured Advance on Materials

a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:

(1) The materials are in accordance with the Specifications for the Permanent Works;

(2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;

(3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

(4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;

(5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and

(6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.

(b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis.

60.12 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by providing a Mobilization Advance in the following way:

(a) An interest-free Mobilization Advance of 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance

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Guarantee/Bond for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan.

(1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and

(2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.

(b) The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer/ Engineer.

(b) The Mobilization Advance shall be adjusted through percentage deductions made at the rate of 10% of the amount of all Interim Payment Certificates until such time as the advance payment has been adjusted; provided that the advance payment shall be completely repaid to the time when 80% of the Contract Price has been certified for payment.

(c) In case the part of advance payment remain unadjusted before completion of works/issuance of Taking Over Certificate under Clause 60.3 , the Contractor shall be bound to pay back the amount to the Employer within 28 days of receipt of notice from Employer. In case of non-receipt of payment, Employer has the right to recover from the balance payments due under the Contract including Retention Monies due under Clause 60.3.

(d) The Bank Guarantee will remain effective until the advance payment has been full set off. However, such Guarantee shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates of the Engineer issued in accordance with provisions of this Contract (The amount will be assumed repaid only when the employer has paid the monies against Interim Payment Certificate and not merely on issuance of interim payment certificate). The advance payment shall not be subject to retention.

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.

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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 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 alongwith 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.

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

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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 (Formerly NTDC).

Senior Manager
500KV T/L (M) Division
NGCP Peshawar
DM 500KV TL Div, GSO NGCP, Kohat Road, Peshawar,
PO Badabher, Peshawar, KPK**.**
Tel No Office. 091-2626533
Email ID: dmtlpeshawar@ntdc.com.pk

69.0 Default of Employer

This clause with all sub clauses is deleted in its entirety.

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirely.

The following Sub-Clauses 73.1, 73.2, 74.1, 75.1, 76.1, 77.1 and 78.1 are added:

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:

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(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 Sub-Clause.

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 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/NTDC relevant standard specifications (Volume-I to III).

PAKISTAN
WATER AND POWER
DEVELOPMENT AUTHORITY

STANDARD SPECIFICATIONS (3 Volumes)

(Material and Execution of Works)

Rates Cell
Dams & Co-ordination Division WAPDA
WAPDA House
Lahore (Pakistan)

June, 1998

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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 T/L 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:

"Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line at Dera Zhardar, District Charsadda IRO TL M Division NGCP Peshawar"

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, NTDC 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 NTDC.

2.3. Location Of Sites

The site for erection is located in District Kohat Dara Adam khel, Province KPK, 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 NTDC.

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:

"Relocation of Tower No. 16 (Type: EA) of 220kV Double Circuit (Nowshera-Mardan and Chakdara – Shahibagh) Twin Bundle Transmission Line at Dera Zhardar, District Charsadda IRO TL M Division NGCP Peshawar"

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, NTDC) 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).

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 NTDC

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

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provisions and intent of these Specifications and such changes shall be made without additional cost to NTDC. 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 NTDC.

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 NTDC and shall be non-returnable. NTDC 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 NTDC/ 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 NTDC.

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 (NTDC) 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 Senior 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 Senior 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 NTDC 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 Manager/Chief Engineer NTDC.
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.

SOP for Blacklisting of Contractors

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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.

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.

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.

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.

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

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.

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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BILL OF QUANTITIES

Sr No.	DESCRIPTION	Quantity	Rate (PKR)	Amount (PKR)
(1)	(2)	(3)	(4)	(5)
1	*Mobilization / Demobilization*	Lump sum		
2	*Clearing ROW*	Lump sum		
3	*Providing and Casting in situ bored RCC piles in 1:1.5:3 cement concrete of approved crushed stone and coarse sand including all costs of boring drilling with rotary, reverse rotary or any approved method, placing concrete with tremie, excluding cost of supply and fabrication of steel bars reinforcement cage, which shall be paid separately including screening and washing of shingle 915mm dia.*	112-Mtr		
4	*Supplying & fabrication of intermediate grade deformed reinforcement for RCC piles including cutting, bending laying in position welding and fastening including cost of binding wire. 60,000 PSI*	9619.1-Kg		
5	*Reinforcement cement concrete work using course sand I/c all labour & material except cost of steel reinforcement and its labour for bending & binding which will be paid separately. This rate also includes all kinds of forms, moulds, lifting, shuttering with stub setting complete in all respect. 1:1.5:3*	10.7-Cum		
6	*Supplying & fabrication of intermediate grade deformed reinforcement for RCC beam columns & pile caps including cutting, bending, laying in position including the cost of binding wire/welding and removal of rust etc. 60,000 PSI* *Pile Cap (M/B Top & Bottom # 7 @225 mm c/c, D/B Top & Bottom # 7 @225 mm c/c, Chimney, Cage #8, Rings#3 @ 300mm c/c).*	1274.9-Kg		
7	*Difference between OPC and SRC*	520-Bags		
8	*Dismantling of existing 220kV TLine (double circuit, twin bundled) including but not limited to dismantling/removing of insulators, conductor, ground wire, dampers and other associated hardware and accessories including shifting/transporting and proper stacking of material at NGC Store Rawat.*	0.7-Km		
9	*Dismantling of existing double circuit 220kV Tower (EA+0+2) including but not limited to dismantling/removing of tower and accessories including clearing/restoring the site, shifting/transporting and proper stacking of the material at NGC Store Rawat.*	1-Tower		

10	*Transportation and installation of 220kV Double circuit Tower (EA+0+6) along with accessories including U-bolts/V-Shackle, installation of number plates, disc insulator strings, phase plates, danger plates, anti-climbing devices in accordance with requirements of site and contract document/drawings and complete in all respect using Gin/Pole by Piece/Crane.*	12-Ton		
11	*Welding of erected tower bolts and nuts after final inspection upto the height of 8.0 m from top of foundation chimney as per specification.*	1-Tower		
12	*Transportation and installation of ACSR Rail Conductor (twin bundled, double circuit) including insulator installation along with complete hardware, accessories and dampers etc. complete in all respects as per specifications and approved drawings.*	0.7-Km		
13	*Transportation and installation of shield wire along with complete hardware, including hardware assemblies, joint boxes, accessories, dampers etc. complete in all respects as per specifications and approved drawings.*	0.7-Km		
14	*Testing and Commissioning of 220kV TLine (Re-routed Section) and OPGW as per NTDC/NGC approved specifications*	1-Job		
15	Total			
16	KPRA @ 5%			
17	Grand Total (Incl. Taxes)			

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CONSTRUCTION EXPERIENCE

Form EXP - 4.1
General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

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Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address: Telephone/fax number E-mail:				

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Form EXP - 4.2(a) (cont.)

Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	**Information**
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

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Form EXP - 4.2(b)

Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name (if any): _____
Bid Reference No. (if any) and title: _____

Page _____of _____pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address: Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3. ……

	Information
Description of the key activities in accordance with Section III:	

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Form EXP - 4.2 (c)

Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insertfull name]*
Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

4. [PA define key requirements]

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
6.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel

Name of Bidder

Position [#*1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:*[language and levels of speaking, reading and writing skills]*	
details		
	Address of Employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present Employer:**

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

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

Name of Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day/month/year): _____

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	**Source of financing**	**Amount (Eq. PKR)**
1		
2		
3		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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 / Works in Progress

Bidders and each member to a JV 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.

Current Contract Commitments					
No.	Name of Contract	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current Eq. PKR]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]**
1					
2					
3					
4					
5					

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.