

# Standard Bidding Document

CIVIL WORKS, DISMANTLING, ERECTION, STRINGING, TESTING  
AND COMMISSIONING FOR SHIFTING OF TOWER NO. 109 OF  
500KV NEELUM–JHELUM–KAROT–NOKHAR D/C TRANSMISSION  
LINE DUE TO LAND SLIDING.  
(Non-Consulting Services)

National

Single Stage-One Envelope



*January 14, 2026*

*Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid  
Company (NGC-North) Rawat), Deputy Manager  
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# PROCUREMENT NOTICE

## PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat)** has reserved Funds for the procurement planned for FY **2025-26**. The **Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“CIVIL WORKS, DISMANTLING, ERECTION, STRINGING, TESTING AND COMMISSIONING FOR SHIFTING OF TOWER NO. 109 OF 500KV NEELUM-JHELUM-KAROT-NOKHAR D/C TRANSMISSION LINE DUE TO LAND SLIDING.”**
2. The **Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat)** 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, 2025 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, Bank Guarantee** 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://vendors.epads.gov.pk/>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, February 2, 2026 11:00 AM**. E-bids will be opened on the same day at

**Monday, February 2, 2026 11:30 AM.** Manual submission of Bids shall not be entertained

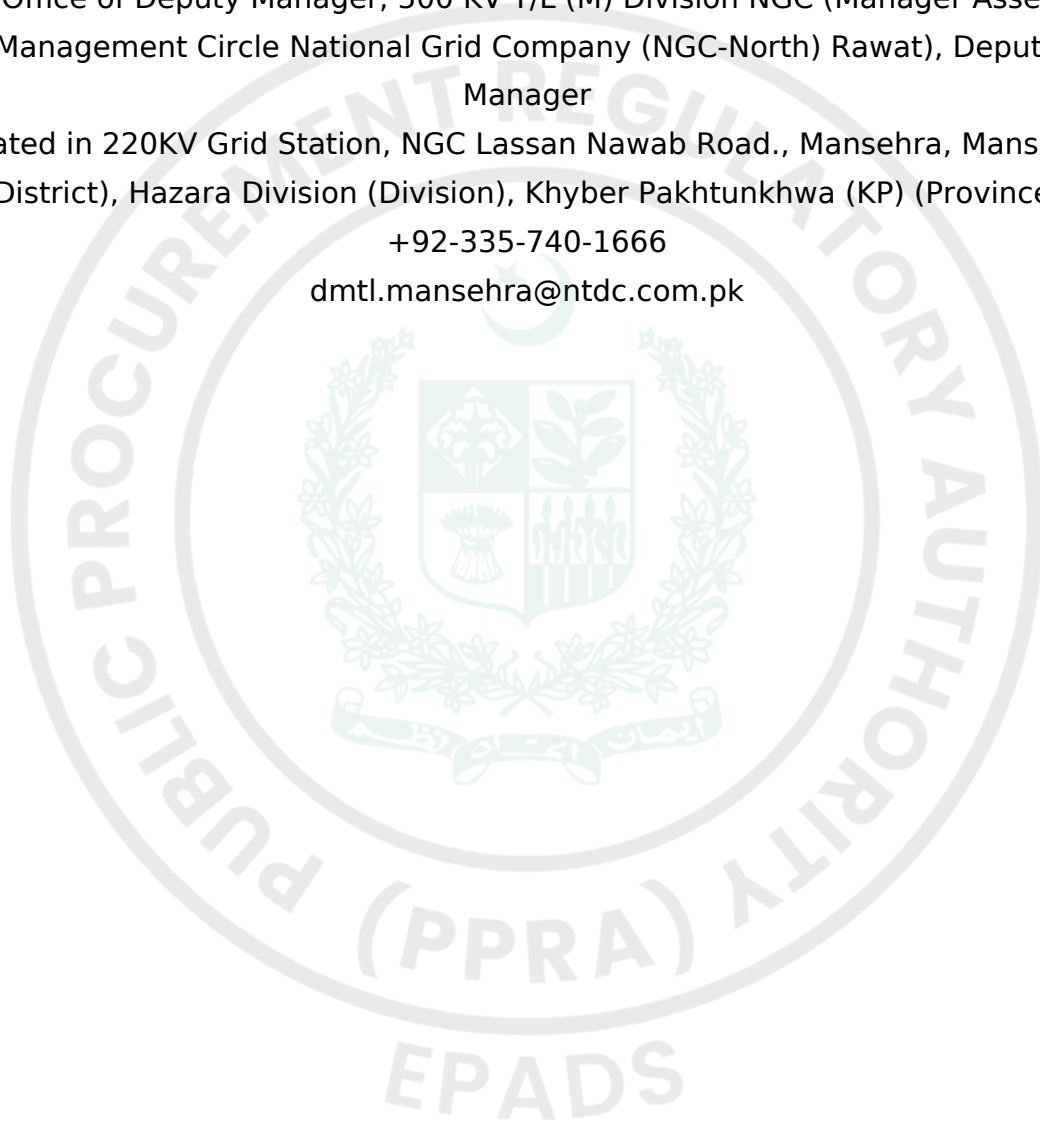
In terms of Rules 65 of Public Procurement Rules, 2025 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

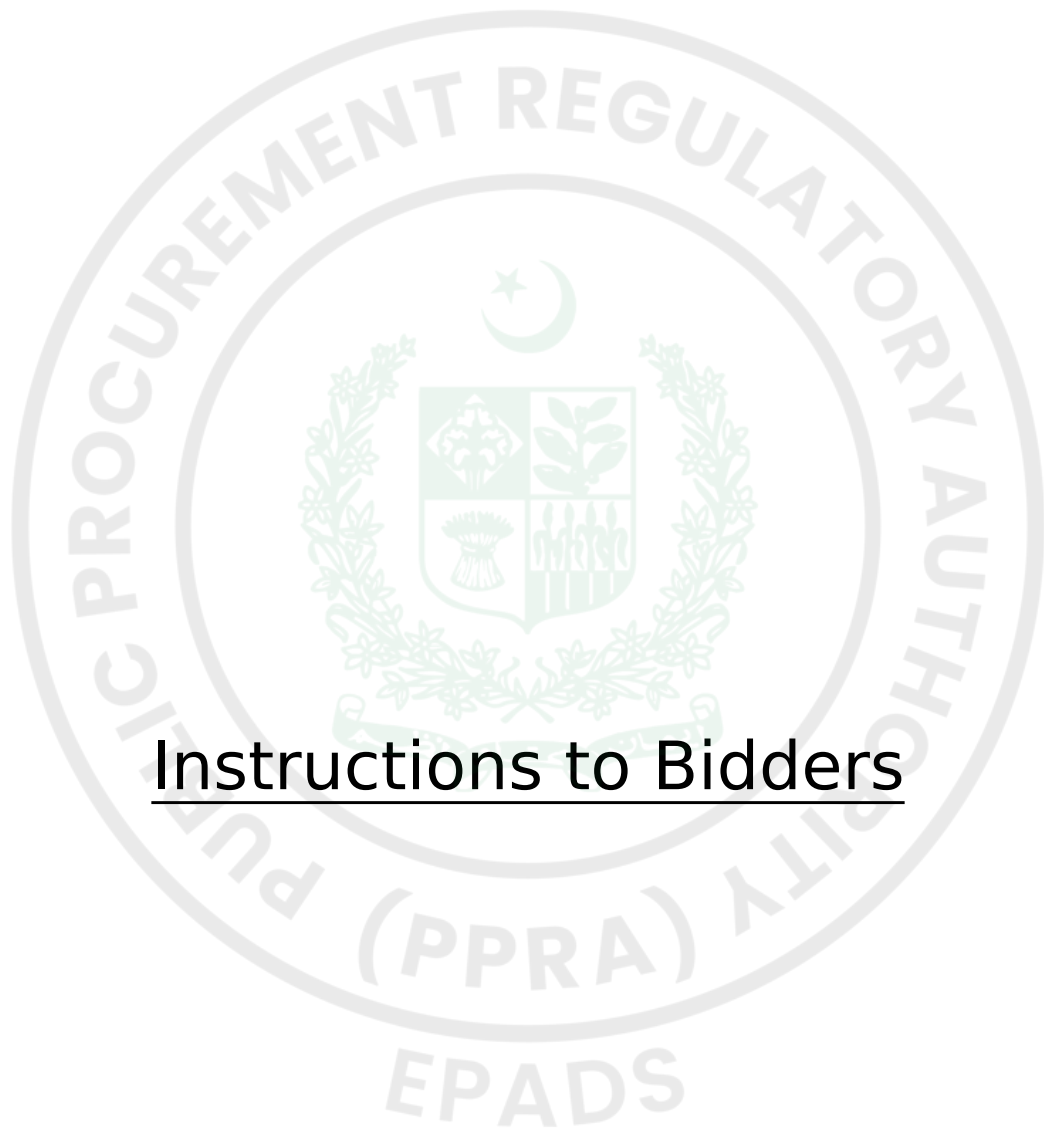
Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat), Deputy Manager

located in 220KV Grid Station, NGC Lassan Nawab Road., Mansehra, Mansehra (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).

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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 for 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 Invitation for Bids.

### 3. Fraud & Corruption

3.1. As defined under Rule 2(j) of Public Procurement Rules, 2025.

### 4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

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

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

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

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

4.4.3. is not related to the avoidance or 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.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

## **5. Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, 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** Eligible Countries

**Section V** Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

**Section VI** Bidding Forms

**Section VII** Fraud & Corruption

**Section VIII - Material & Non-material deviation**

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

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

**Section XI** 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:

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 its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

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 as defined in Section-IV titled as "Eligible Countries".

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, 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. (May be reviewed)

#### **14. Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less than 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. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security

or bid securing declaration as the case may be.

## **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 Section VI (Bid Forms) 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.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

## 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, 2025  
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2025)

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

23.1. As per Rule 11 of Public Procurement Rules, 2025  
(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, 2025, 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, 2025**, 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; (c) the presence of a bid security, if required; and (d) 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 bids 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 in the 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 of Public Procurement Rules, 2025.

## 32. Evaluation of Bids

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2025 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. Procuring agency may 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.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

34.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his 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 document; and

34.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (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 for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

### **35. Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2025

## **36. Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2025

## **37. Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2025.

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

38.1. As per Rule 66 of Public Procurement Rules, 2025

## **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 determined 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, 2025, 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, 2004, 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, 2004.

### **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 Acceptance 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 Acceptance, 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. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

### **54. GRC Procedure**

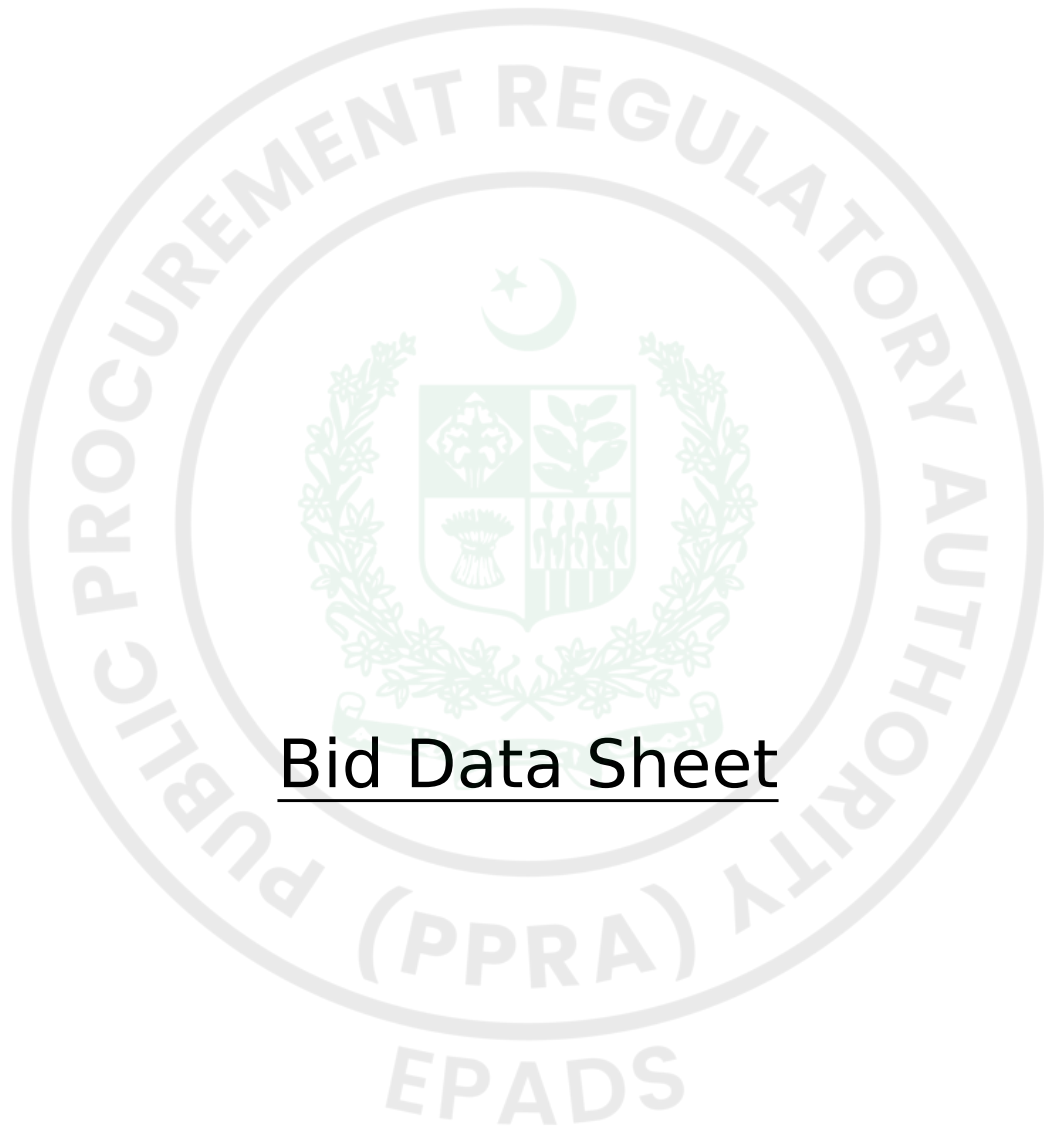
54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 65 of the Public Procurement Rules, 2025 and Redressal of Grievance Regulations, 2022

## **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, 2025 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of





## Bid Data Sheet

## Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	<p>Name of Procuring Agency: <b>Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat)</b></p> <p>The subject of procurement is: <b>CIVIL WORKS, DISMANTLING, ERECTION, STRINGING, TESTING AND COMMISSIONING FOR SHIFTING OF TOWER NO. 109 OF 500KV NEELUM-JHELUM-KAROT-NOKHAR D/C TRANSMISSION LINE DUE TO LAND SLIDING.</b></p> <p>Expected commencement date: <b>Thursday, February 12, 2026</b></p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency: <b>2025-26</b></p> <p>Name and identification number of the Contract: <b>P9416</b></p>
3.	3.1	<p>JV/Consortium or Association Allowed: <b>Yes</b></p> <p>Number of JV/Consortium Members: <b>2</b></p>

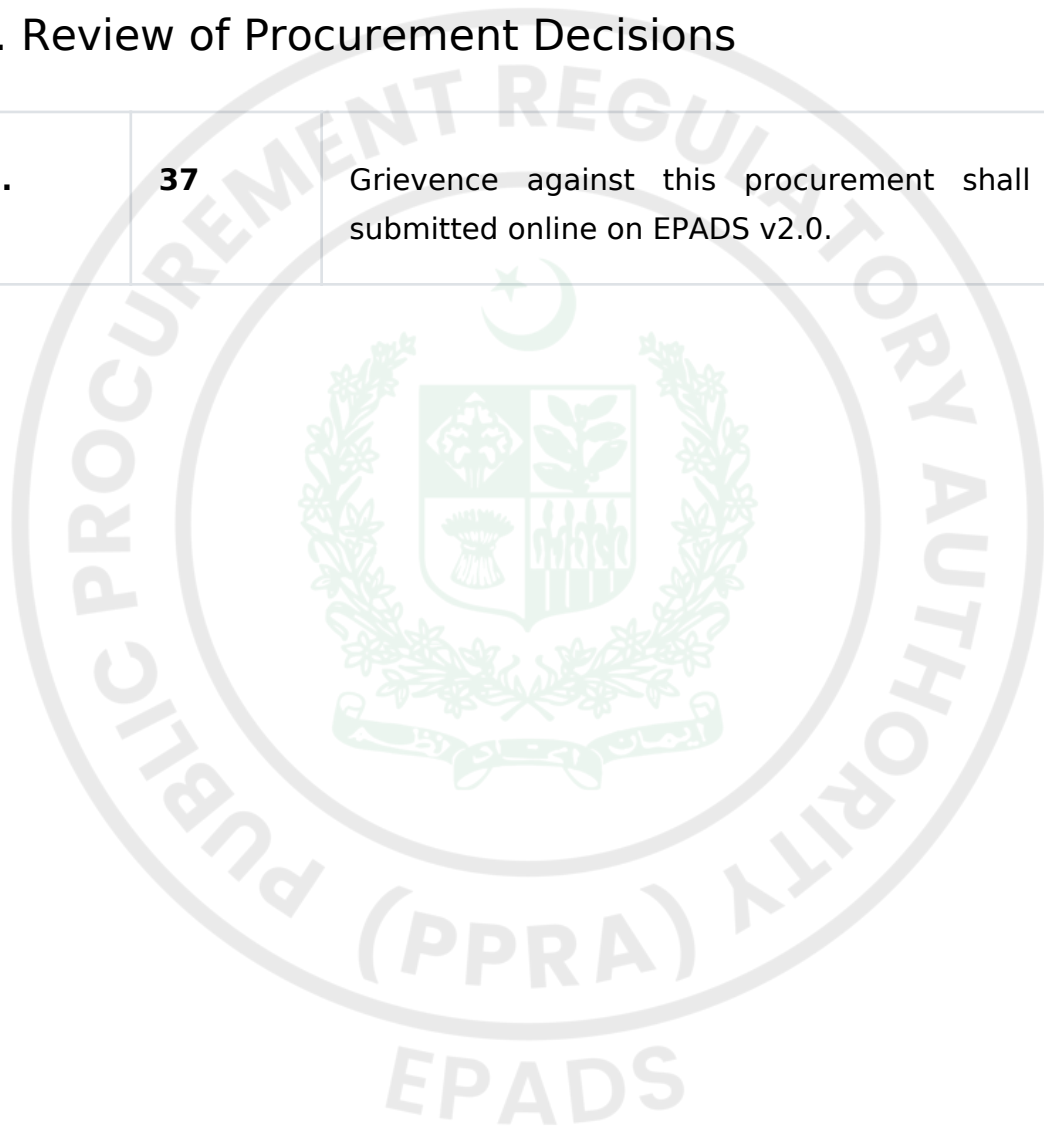
## B. Bidding Documents

4.	5.1 & 5.5	<p>The Bidders may seek clarifications through <b>EPADS v2.0</b>: Clarification Date: Monday, January 26, 2026</p> <p>Pre-Bid Meeting: Tuesday, January 20, 2026 11:00 AM</p> <p>Venue: Office of Deputy Manager 500KV T/L (M) Division NGC Mansehra Located in 220KV Grid Station Lassan Nawab Road Mansehra</p>
5.	6.2	<p>Any addendum, in case issued, shall be published on <b>Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat)</b> website and on <b>EPADS v2.0</b>.</p>
6.	8.1	<p>List of documents required along with the bid:</p> <ol style="list-style-type: none"><li>1. Power of Attorney if any,</li><li>2. Undertaking of Never Been Blacklisted by NGC (Formally NTDC) /WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids</li><li>3. Company Profile</li><li>4. Work Experience</li><li>5. Required annexures are attached with bidding documents</li></ol>
7.	9.1	<p>The qualification criteria to establish the supply / production capability of the bidder.</p> <p><i>see Eligibility Criteria</i></p>

<b>8.</b>	<b>11.2</b>	<b>Services and Their related documents:</b> <i>See section Required Services and Scope of Work</i>
<b>9.</b>	<b>11.1</b>	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
<b>10.</b>	<b>11.4</b>	<b>Specifications:</b> <i>see section of specifications.</i>
<b>C. Preparation of Bids</b>		
<b>11.</b>	<b>11.5</b>	The price shall be <b>Fixed.</b>
<b>12.</b>	<b>12.1</b>	Currency of the Bids shall be : <b>PKR (Rs) - Pakistan</b>
<b>13.</b>	<b>13.1</b>	The Bids/Bid Validity period shall be: <b>90 Days</b>
<b>14.</b>	<b>14.1</b>	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in <b>BDS 6</b>  The Bid Security shall be in the form of: <b>Call at Deposit, Bank Guarantee</b>
<b>15.</b>	<b>14.6</b>	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.

16.	15.1	Alternative Bids to the requirements of the bidding documents will not be permitted.
<b>D. Submission of Bids</b>		
17.	18.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p><b>located in 220KV Grid Station, NGC Lassan Nawab Road., Mansehra, Mansehra (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).</b></p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: <b>Monday, February 2, 2026 11:00 AM</b></p>
<b>E. Opening and Evaluation of Bids</b>		
18.	19.1	<p>The Bids opening shall take place on <b>EPADS v2.0</b></p> <p>.</p> <p>Day : <b>Monday</b></p> <p>Date: <b>Monday, February 2, 2026</b></p> <p>Time : <b>11:30 AM</b></p>
19.	25 & 26.1	<p>Selection technique adopted will be: <b>Least Cost Based Selection (LCBS)</b></p> <p><i>see Evaluation Criteria</i></p>
<b>F. Award of Contract</b>		

20.	33.1	<p>The Performance guarantee shall: <b>10.00%</b>.</p> <p>The Performance Guarantee shall be acceptable in the form of: <b>Bank Guarantee</b></p>
21.	35.1	<p>Arbitrator shall be appointed by mutual consent of the both parties.</p>
<p>G. Review of Procurement Decisions</p>		
22.	37	<p>Grievence against this procurement shall be submitted online on EPADS v2.0.</p>



## Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN) Punjab (PRA) PEC KPK (KPRA)

Eligibility Criteria	Document
The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in the relevant category or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.	Yes
The Bidder shall not be blacklisted by NGC (Formally 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 NGC (Formally NTDC) /WAPDA/DISCOs/ Any Govt. /Public department/Donor Agencies at the time of submission of bids.	Yes

<p>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.</p>	<p>Yes</p>
<p>The bidder as a main contractor (as single entity or as JV partner or approved subcontractor) must have substantially completed construction contract(s) comprising of detailed survey, sub-soil investigations, construction of tower conventional foundations, erection of towers, stringing, testing &amp; commissioning of 500kV or higher voltage bundled transmission line of at least 10km strung by controlled tension method during last ten (10) years.</p>	<p>Yes</p>
<p>Such transmission lines must have been operating successfully for at least two (02) years prior to deadline for submission of bids. In case the bid is submitted by a joint venture under this bidding process, lead partners shall meet the above experience criteria.</p>	<p>Yes</p>
<p>Each JV partner other than the lead partner must have completed as a main contractor, JV partner or approved subcontractor construction contract(s) comprising of detailed survey, sub-soil investigations, construction of tower conventional foundations, erection of towers, stringing, testing &amp; commissioning of 500kV or higher bundled voltage transmission lines of at least 10km length strung by controlled tension method during last ten years</p>	<p>Yes</p>
<p>The Bidder shall have the personnel for the key positions registered with PEC (Give detail in annex attached)</p>	<p>Yes</p>
<p>The bidder/JV shall have sound financial background i.e. its net worth shall be positive for the last three (03) years, duly supported by audited financial reports.</p>	<p>Yes</p>
<p>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. (Give Detail in Annex Attached)</p>	<p>Yes</p>

# Evaluation Criteria

## Least Cost Based Selection (LCBS)



## Required Services

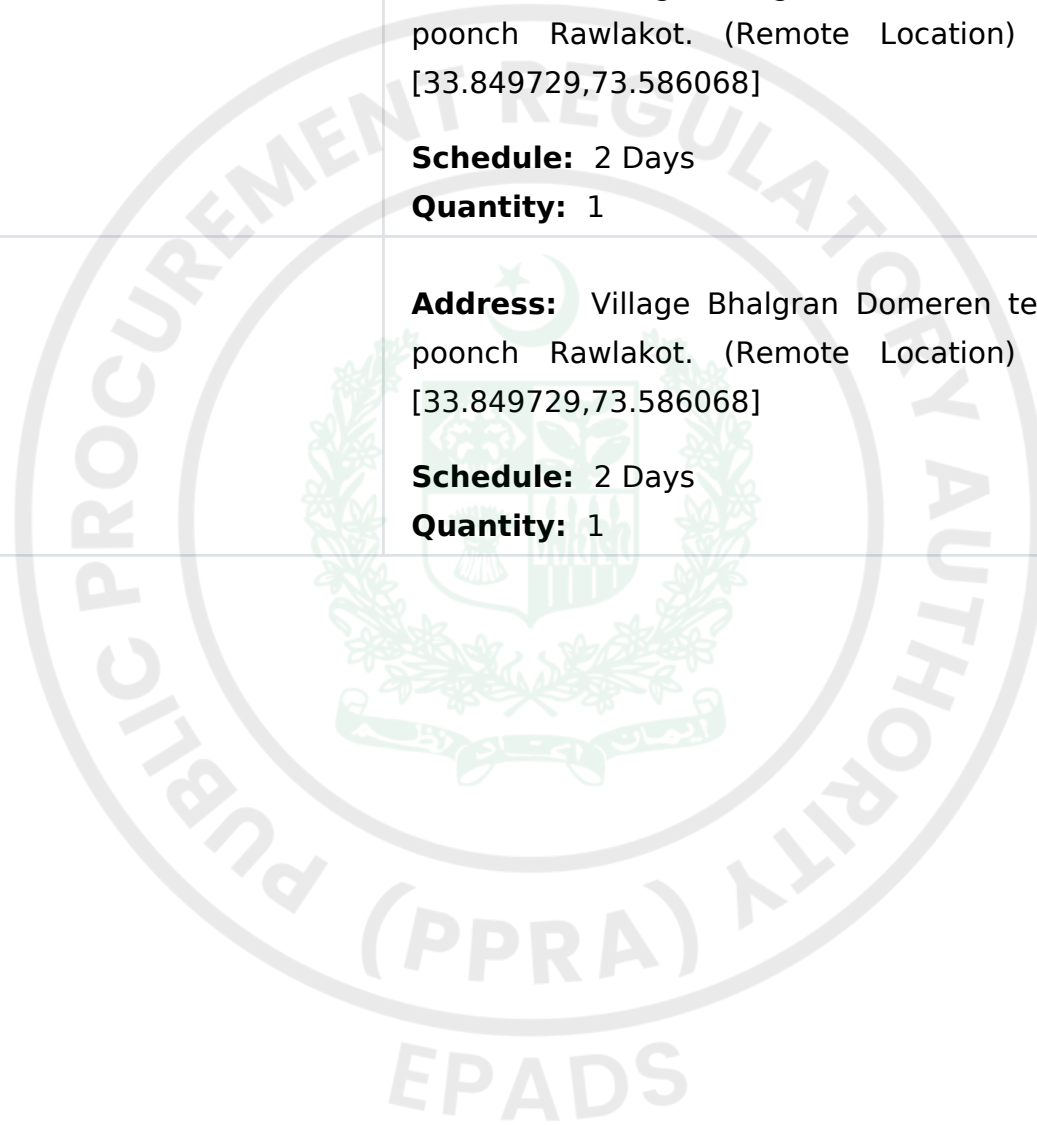
**Lot Title :** Civil Works, Dismantling, Erection, Stringing, Testing and Commissioning for Shifting of Tower No. 109 of 500kv Neelum-Jhelum-Karot-Nokhar D/C Transmission Line Due to Land Sliding.

**Bid Security :** 383356

Position	Delivery Schedule	Quantity
Check Survey, clearing of Right of Way & Mobilization/Demobilization	<p><b>Address:</b> Village Bhalgran Domeren tehsil Thorar district poonch Rawlakot. (Remote Location) GPS Coordinates [33.849729,73.586068]</p> <p><b>Schedule:</b> 10 Days</p> <p><b>Quantity:</b> 1</p>	1
CIVIL WORKS	<p><b>Address:</b> Village Bhalgran Domeren tehsil Thorar district poonch Rawlakot. (Remote Location) GPS Coordinates [33.849729,73.586068]</p> <p><b>Schedule:</b> 30 Days</p> <p><b>Quantity:</b> 1</p>	1

Position	Delivery Schedule	Quantity
ERECTION WORKS	<p><b>Address:</b> Village Bhalgran Domeren tehsil Thorar district poonch Rawlakot. (Remote Location) GPS Coordinates [33.849729,73.586068]</p> <p><b>Schedule:</b> 7 Days</p> <p><b>Quantity:</b> 1</p>	1
STRINGING CONDUCTOR & OPGW, SAGGING & ADJUSMENT OVERHEAD SHIELD WIRE AND CONDUCTOR	<p><b>Address:</b> Village Bhalgran Domeren tehsil Thorar district poonch Rawlakot. (Remote Location) GPS Coordinates [33.849729,73.586068]</p> <p><b>Schedule:</b> 5 Days</p> <p><b>Quantity:</b> 1</p>	1
DISMANTLING OF EXISTING TOWER	<p><b>Address:</b> Village Bhalgran Domeren tehsil Thorar district poonch Rawlakot. (Remote Location) GPS Coordinates [33.849729,73.586068]</p> <p><b>Schedule:</b> 3 Days</p> <p><b>Quantity:</b> 1</p>	1

Position	Delivery Schedule	Quantity
TESTING AND COMMISSIONING	<p><b>Address:</b> Village Bhalgran Domeren tehsil Thorar district poonch Rawlakot. (Remote Location) GPS Coordinates [33.849729,73.586068]</p> <p><b>Schedule:</b> 2 Days</p> <p><b>Quantity:</b> 1</p>	1
CONTINGENCY	<p><b>Address:</b> Village Bhalgran Domeren tehsil Thorar district poonch Rawlakot. (Remote Location) GPS Coordinates [33.849729,73.586068]</p> <p><b>Schedule:</b> 2 Days</p> <p><b>Quantity:</b> 1</p>	1



Related Services :

No



# Services Specifications

**Lot Title :** Civil Works, Dismantling, Erection, Stringing, Testing and Commissioning for Shifting of Tower No. 109 of 500kv Neelum-Jhelum-Karot-Nokhar D/C Transmission Line Due to Land Sliding.

**Position:** Check Survey, clearing of Right of Way & Mobilization/Demobilization

## Specifications / Requirements:

Title	Description
Check Survey	Job 1.00
Mobilization & Demobilization	Job 1.00
Clearing of Right of Way	Job 1.00

**Position:** CIVIL WORKS

## Specifications / Requirements:

Title	Description
Excavation in rock dressed to designed section, grades and profile, excavated material disposed off within lead of 50 m and lift upto 1.5 mtr Medium hard rock requiring occasional blasting. (P-2-2/7 vi)	Cum 447.70

Title	Description
Reinforced Cement Concrete work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (Including screening and washing if shingle) 1:1.5:3	Cum 100.02
Supplying and fabrication of intermediate grade deformed reinforcement for R.C.C in slabs, beams, columns and pile caps incl cutting bending laying in position welding and fastening including cost of binding wire 60,000 psi.	Kg 15003.594
Filling watering and ramming earth under floors with new earth from foundation. (P.2-5/26)	Cum 347.68
Earth work in all type of soils dressed to designed sections grades & profile and excavated material disposed off & dressed lead upto 15 meter.	Cum 3200.00
Carriage of earth 3.00mm/5metric ton of all material like stone aggregate spawls, coal, lime, surkhi etc .B.G rail fastening sheet rail , MS bars etc or 1000No bricks (525x127x76mm) or 1000No tils 300x152x51mm or 4.25cum of timber or 3.75 ton of fuel wood by truck or by any other means lead 27 km.	Cum 100.02

**Position:** ERECTION WORKS

**Specifications / Requirements:**

Title	Description
Collection, Transportation and installation of 500 KV D/C tower from Regional Stores/ Warehouses in accordance with requirements of contract documents/ drawing . Erection of Tower Type DA1 6+8	Job 1.00
Transport & installation of Anti-Climbing Devices arial markers number plates, danger signs, phase plate etc for DA1 tower.	Job 1.00

Title	Description
Welding of Erected tower bolts & nuts after final inspection upto height of 8.0m for Double circuit tower from top of foundation chimney.	Job 1.00

**Position:** STRINGING CONDUCTOR & OPGW, SAGGING & ADJUSTMENT OVERHEAD SHIELD WIRE AND CONDUCTOR

**Specifications / Requirements:**

Title	Description
Installation of ACSR Drake conductor for Quad Bundle configuration , OPGW, insulator hanging, hardware assemblies and Loosing of conductor and down to ground on wooden planks or ladder to avoid any kind of damage, shield wire, broken insulator etc and shifting/stacking of dismantled material to A type store Rawat.	Job 1.00
Transportation (from designated NTDC Ware House/ Store) including loading / unloading of conductor, disc insulator & allied hardware	Job 1.00

**Position:** DISMANTLING OF EXISTING TOWER

**Specifications / Requirements:**

Title	Description
Dismantling of Existing 500kV D/C DA1 tower (brace by brace) and its shifting to A-type store Rawat alongwith all dismantled material.	Job 1.00

**Position:** TESTING AND COMMISSIONING

**Specifications / Requirements:**

Title	Description
TESTING AND COMMISSIONING	Job 1.00

**Position:** CONTINGENCY

**Specifications / Requirements:**

Title	Description
Misc Work (If required as per site condition)	Job 1.00

# Scope of Work

The scope of work covers civil works, dismantling, erection, stringing, testing and commissioning for shifting of Tower No. 109 of 500 kV Neelum-Jhelum-Karot-Nokhar Double Circuit Transmission Line due to land sliding, including all associated activities required for safe and successful completion of the job.

## **Survey, ROW Clearing & Mobilization**

- Conduct check survey at the proposed new tower location, including verification of alignment, tower spotting, and foundation levels.
- Carry out clearing of Right of Way (ROW) at the new site to facilitate construction, movement of machinery, and stringing activities.
- Arrange mobilization and demobilization of manpower, machinery, tools, plants, and equipment required for execution of the work.

## **Civil Works**

- Excavation in rock dressed to designed section, grades and profile, excavated material disposed off within lead of 50 m and lift upto 1.5 mtr Medium hard rock requiring occasional blasting. (P-2-2/7 vi) : 447.70 Cum
- Reinforced Cement Concrete work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (Including screening and washing if shingle) 1:1.5:3 : 100.02 Cum

- Supplying and fabrication of intermediate grade deformed reinforcement for R.C.C in slabs, beams, columns and pile caps including cutting bending laying in position welding and fastening including cost of binding wire 60,000 psi. : 15003.594 Kg
- Filling watering and ramming earth under floors with new earth from foundation. (P.2-5/26) : 347.68 Cum
- Earth work in all type of soils dressed to designed sections grades & profile and excavated material disposed off & dressed lead upto 15 meter. : 3200 Cum
- Carriage of earth 3.00mm/5metric ton of all material like stone aggregate spawls, coal, lime, surkhi etc .B.G rail fastening sheet rail , MS bars etc or 1000No bricks (525x127x76mm) or 1000No tils 300x152x51mm or 4.25cum of timber or 3.75 ton of fuel wood by truck or byany other means lead 27 km. : 100.02 Cum

#### **ERECTION WORKS**

- Collection, Transportation and installation of 500 KV D/C tower from Regional Stores/ Warehouses in accordance with requirements of contract documents/ drawing , erection of Tower Type DA1+6+8
- Transport & installation of Anti-Climbing Devices arial markers number paltes, danger signs, phase palte etc for DA1 tower.
- Welding of Erected tower bolts & nuts after final inspection upto height of 8.0m for Double circuit tower from top of foundation chimney

#### **STRINGING CONDUCTOR & OPGW,SAGGING & ADJUSMENT OVERHEAD SHIELD WIRE AND CONDUCTOR**

- Installation of ACSR Drake conductor for Quad Bundle configuration , OPGW, insulator hanging, hardware assemblies and Loosing of conductor and down to ground on wooden planks or ladder to avoid any kind of damage, shield wire, broken insualtor etc and shifting/stacking of dismantled material to A type store Rawat.

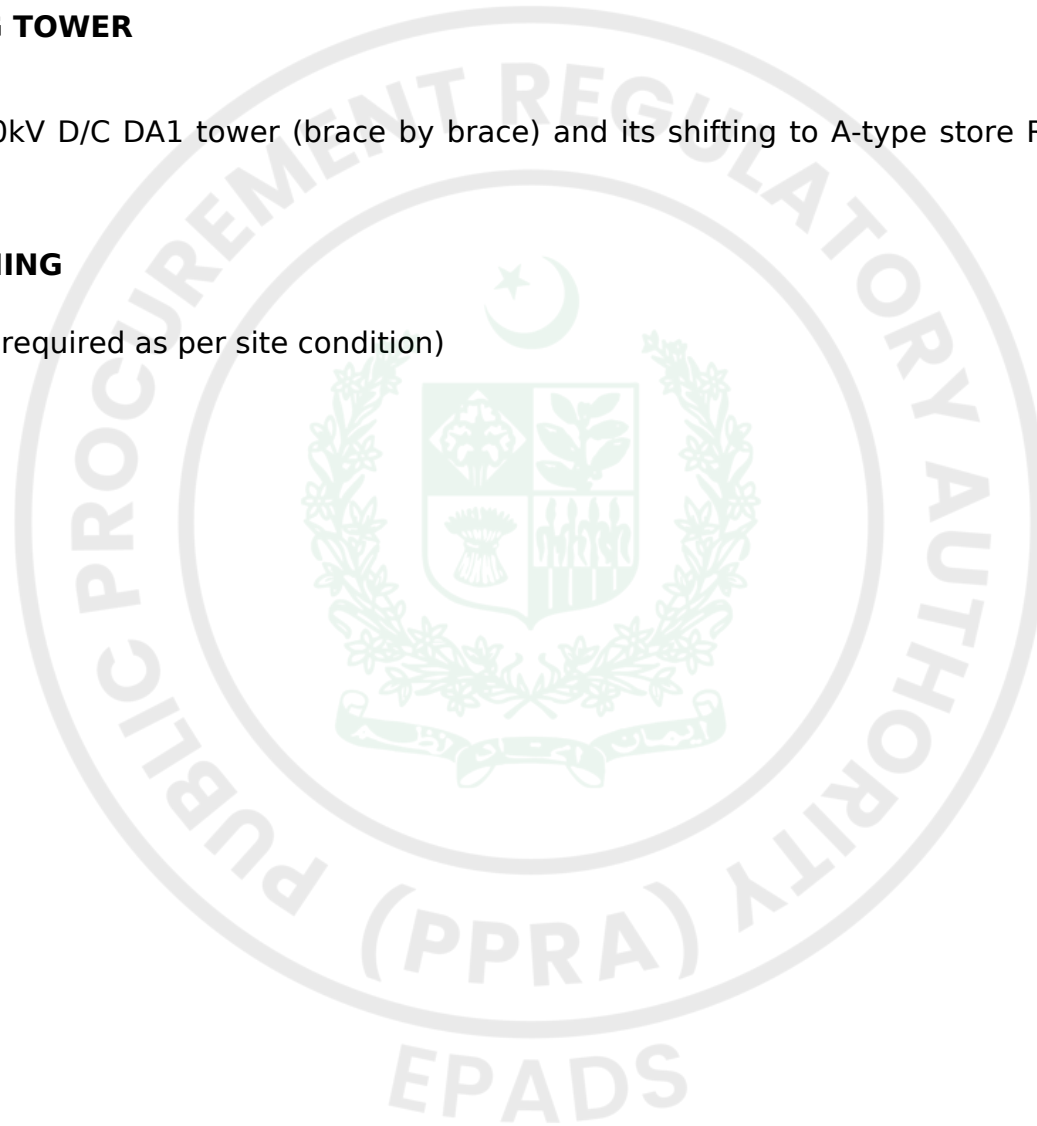
- Transportaion (from designated NTDC Ware House/ Store) including loading / unloading of conductor, disc insulator & allied hardware

### **DISMANTLING OF EXISTING TOWER**

- Dismantling of Existing 500kV D/C DA1 tower (brace by brace) and its shifting to A-type store Rawat alongwith all dismantled material.

### **TESTING AND COMMISSIONING**

**CONTINGENCY:**Misc Work (If required as per site condition)



# 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]		





## 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 Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

## 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 Key Experts 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 forty-five (45) 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 forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

## C. Obligations of the Contractor

### 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 Supplier's 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 Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

## 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

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

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



## Special Conditions of Contract

## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<p><b>Definitions</b></p> <p><b>The Procuring Agency is:</b> Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat), Deputy Manager located in 220KV Grid Station, NGC Lassan Nawab Road., Mansehra, Mansehra (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).</p> <p><b>The Supplier is:</b></p> <p><b>The title of the subject procurement is:</b> CIVIL WORKS, DISMANTLING, ERECTION, STRINGING, TESTING AND COMMISSIONING FOR SHIFTING OF TOWER NO. 109 OF 500KV NEELUM-JHELUM-KAROT-NOKHAR D/C TRANSMISSION LINE DUE TO LAND SLIDING.</p>
<b>GCC 2</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 3</b>	<p><b>Language:</b></p> <p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>English</b>.</p>

<p><b>GCC 4</b></p>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>Procuring Agency:</p> <p>Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat), Deputy Manager located in 220KV Grid Station, NGC Lassan Nawab Road., Mansehra, Mansehra (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province). +92-335-740-1666 dmtl.mansehra@ntdc.com.pk</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p><b>GCC 6.1</b></p>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat), Deputy Manager located in 220KV Grid Station, NGC Lassan Nawab Road., Mansehra, Mansehra (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province). +92-335-740-1666 dmtl.mansehra@ntdc.com.pk</p> <p><b>For the Bidder:</b></p> <p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p>
<p><b>GCC 7</b></p>	<p><b>Effectiveness of the contract</b></p> <p>The Contractor/Bidder shall be effective within ..... days from the date of signature of the Contract by both parties</p>

GCC 8	<p><b>Commencement of Contract:</b></p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>
GCC 10.2	<p><b>Expiration of Contract:</b></p> <p>The time period shall be .....</p>
GCC 14	<p><b>Termination</b></p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.</p>
GCC 16	<p><b>Conflict of Interest:</b></p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.</p>
GCC 20	<p><b>Liquidated Damages</b></p> <p>If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of <b>0.20%</b> to <b>10.00%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
GCC 21	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee</p>
GCC 27	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
GCC 28	<p><b>Payment terms:</b></p> <p>Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.</p>

<b>GCC 29</b>	<b>Identifying Defects:</b>  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.



**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



Bid Securing Declaration

## Form 9: Bid Securing Declaration

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

Bid No.: **P9416**

To: **Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat), Deputy Manager located in 220KV Grid Station, NGC Lassan Nawab Road., Mansehra, Mansehra (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat), Deputy Manager located in 220KV Grid Station, NGC Lissan Nawab Road., Mansehra, Mansehra (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **CIVIL WORKS, DISMANTLING, ERECTION, STRINGING, TESTING AND COMMISSIONING FOR SHIFTING OF TOWER NO. 109 OF 500KV NEELUM–JHELUM–KAROT–NOKHAR D/C TRANSMISSION LINE DUE TO LAND SLIDING. (P9416)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [*add here: any other documents*]

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

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

provisions of the contract at the times and in the manner prescribed by the contract.

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

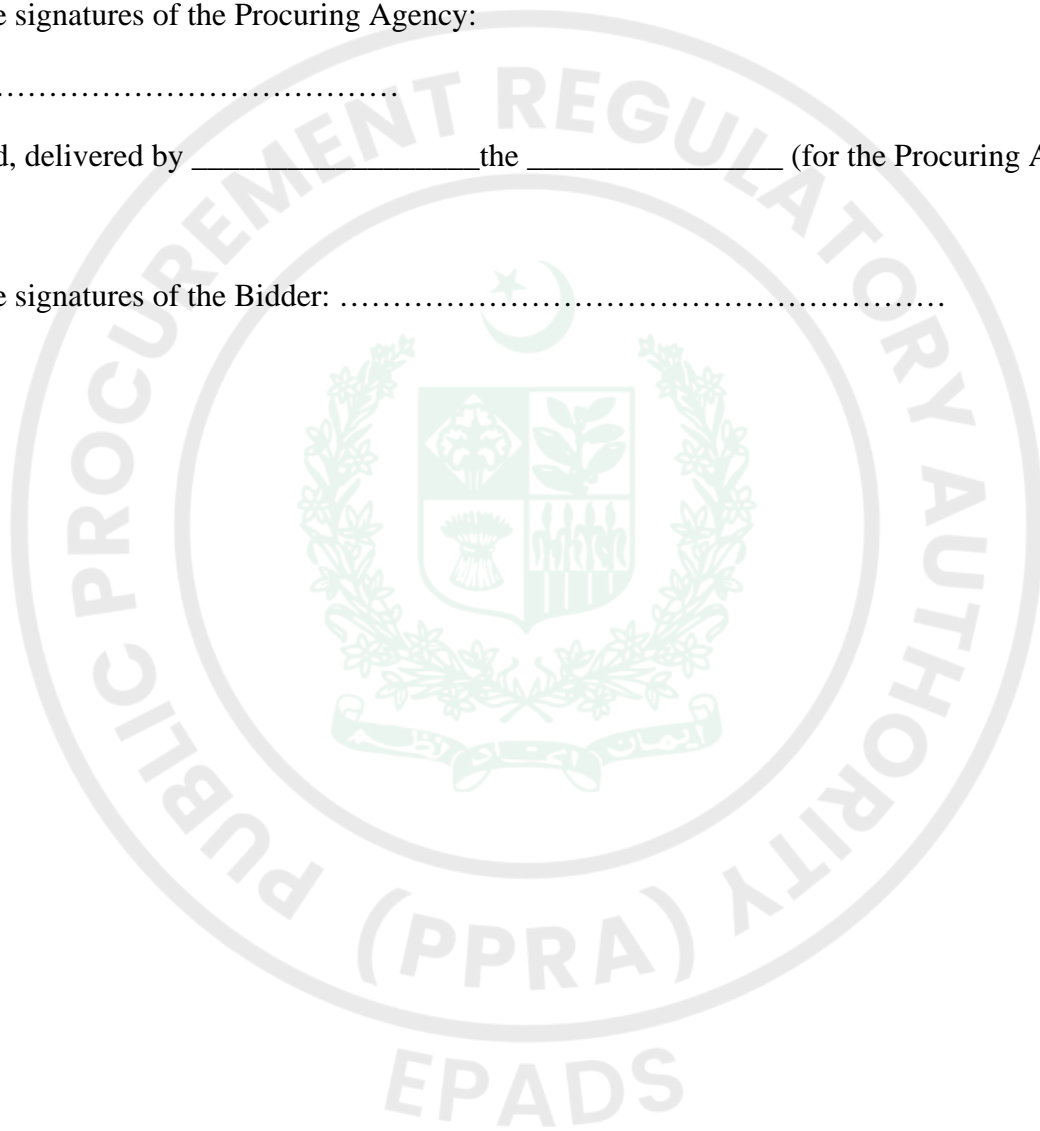
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

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





Integrity Pact

## Integrity Pact

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

**Contract**

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



## Performance Guarantee Form

## Performance Guarantee Form

To: **Office of Deputy Manager, 500 KV T/L (M) Division NGC (Manager Asset Management Circle National Grid Company (NGC-North) Rawat), Deputy Manager located in 220KV Grid Station, NGC Lassan Nawab Road., Mansehra, Mansehra (District), Hazara Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

[address]

---

[date]





Annexure

# Schedule of Prices

Schedule of Prices (Page 1 of 3)

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<b>SCHEDULE OF PRICES (BOQ)</b>					
<b><u>Civil Works, Dismantling, Erection, Stringing, Testing and Commissioning for Shifting of Tower No. 109 of 500kv Neelum–Jhelum–Karot–Nokhar D/C Transmission Line Due to Land Sliding.</u></b>					
<b>S.No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate</b>	<b>Amount (Rs.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6=4X5</b>
<b>A Cost of Check Survey, clearing of Right of Way &amp; Mobilization:</b>					
1	Check Survey:	Job	1		
2	Mobilization & Demobilization	Job	1		
3	Clearing of Right of Way	Job	1		
<b>Total Amount (A)</b>					
<b>B CIVIL WORKS</b>					
1	Excavation in rock dressed to designed section, grades and profile, excavated material disposed off within lead of 50 m and lift upto 1.5 mtr Medium hard rock requiring occasional blasting. (P-2-2/7 vi)	Cum	447.70		
2	Reinforced Cement Concrete work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (Including screening and washing if shingle) 1:1.5:3	Cum	100.02		
3	Supplying and fabrication of intermediate grade deformed reinforcement for R.C.C in slabs, beams, columns and pile caps incl cutting bending laying in position welding and fastening including cost of binding wire 60,000 psi.	Kg	15003.594		
4	Filling watering and ramming earth under floors with new earth from foundation. (P.2-5/26)	Cum	347.68		
5	Earth work in all type of soils dressed to designed sections grades & profile and excavated material disposed off & dressed lead upto 15 meter.	Cum	3200.00		



# Schedule of Prices

Schedule of Prices (Page 2 of 3)

Upload Document

6	Carriage of earth 3.00mm/5metric ton of all material like stone aggregate spawls, coal, lime, surkhi etc .B.G rail fastening sheet rail , MS bars etc or 1000No bricks (525x127x76mm) or 1000No tils 300x152x51mm or 4.25cum of timber or 3.75 ton of fuel wood by truck or byany other means lead 27 km.	Cum	100.02		
			<b>Total Amount (B)</b>		

<b>C</b>	<b>COST OF ERECTION WORKS</b>				
	Collection, Transportation and installation of 500 KV D/C tower from Regional Stores/ Warehouses in accordance with requirements of contract documents/ drawing including, installation of number plate, phase plate, danger signs, anti climbing devices, along with barbed wire and also provide according up to barbed wire height and welding upto 8m.				
1	<b>Tower Type DA1 6+8</b>	Each	1.00		
2	Transport & installation of Anti-Climbing Devices arial markers number paltes, danger signs, phase palte etc for DA1 tower.	Job	1.00		
3	Welding of Erected tower bolts & nuts after final inspection upto height of 8.0m for Double circuit tower from top of foundation chimney.	Job	1.00		
			<b>Total Amount (C)</b>		
<b>D</b>	<b>STRINGING CONDUCTOR &amp; OPGW,SAGGING &amp; ADJUSMENT OVERHEAD SHIELD WIRE AND CONDUCTOR</b>				

EPADS



# Schedule of Prices

Schedule of Prices  
(Page 3 of 3)

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1	Installation of ACSR Drake conductor for Quad Bundle configuration , OPGW, insulator hanging, hardware assemblies and Loosing of conductor and down to ground on wooden planks or ladder to avoid any kind of damage, shield wire, broken insualtor etc and shifting/stacking of dismantled material to A type store Rawat.	Job	1.00		
2	Transportaion (from designated NTDC Ware House/ Store) including loading / unloading of conductor, disc insulator & allied hardware	Job	1.00		
<b>Total Amount (D)</b>					
<b>E</b>	<b>DISMANTLING OF TOWER</b>				
	Dismantling of Existing 500kV D/C DA1 tower (brace by brace) and its shifting to A-type store Rawat alongwith all dismantled material.	Each	1.00		
<b>Total Amount (E)</b>					
<b>F</b>	<b>TESTING AND COMMISSIONING</b>	Job	1.00		
<b>Total Amount (F)</b>					
<b>G</b>	<b>CONTINGENCY:</b>				
	Misc Work (If required as per site condition)	Job	1.00		
<b>Total Amount (G)</b>					
<b>Total Amount (A+B+C+D+E+F+G)</b>					
Add 05% AJK					
<b>Gross Amount</b>					



# Work to be performed by sub contractors

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## WORKS TO BE PERFORMED BY SUBCONTRACTORS

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

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

**Note:**

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



# Special Stipulations

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## SPECIAL STIPULATIONS

### Clause

### Conditions of Contract

1.	Law Applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan.
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
3.	Time for Furnishing Program	14.1	<b>Within 07 days</b> from the date of receipt of Letter of Acceptance.
4.	Minimum amount of third party Insurance	23.2	Rs. 1,000,000 (one million) per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	<b>Within Seven (07)</b> days from issuance of Notification of award.
6.	Time for Completion	43.1, 48.2	<b>60 days</b> from the date of Commencement subject to provision of approved shutdown.
7.	a) Amount of Liquidated Damages	47.1	0.2% for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus	47.3	Not Applicable
8.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	10% of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	10% of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Contract Price stated in Letter of Acceptance Completion Period in months x 4
12.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	45 days.
13.	Mobilization Advance * (Interest Free)	60.12	Not Applicable



# Detail of Personnel

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## Personnel

### Form PER – 1: Proposed Personnel

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

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



# Detail of Personnel

Upload Document

## Form PER – 2: Resume of Proposed Personnel

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

<b>Position*</b>	
<b>Personnel information</b>	<b>Name</b> <span style="float: right;"><b>Date of birth</b></span>
	<b>Professional qualifications</b>
<b>Present employment</b>	<b>Name of employer</b>
	<b>Address of employer</b>
	<b>Telephone</b> <span style="float: right;"><b>Contact (manager / personnel officer)</b></span>
	<b>Fax</b> <span style="float: right;"><b>E-mail</b></span>
	<b>Job title</b> <span style="float: right;"><b>Years with present employer</b></span>

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

<b>From*</b>	<b>To*</b>	<b>Company, Project, Position and Relevant Technical and Management Experience*</b>



# Proposed Construction Schedule

Upload Document

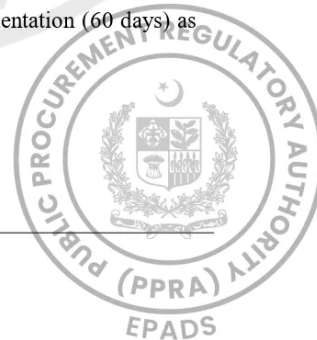
## PROPOSED CONSTRUCTION SCHEDULE

S.No.	Description of Work	Period from the effective date of contract
1	Establishment of site office/Mobilization	
2	Civil Work a) Commencement b) Completion	
3	Dismantling c) Commencement d) Completion	
4	Erection e) Commencement f) Completion	
5	Stringing g) Commencement h) Completion	
6	Testing & Commissioning i) Commencement j) Completion	

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

Sr. No.	Description	Days(Months)			
		15	30	45	60
1.	Signing of contract				
2.	Effective Date				
3.	Mobilization				
5.	Civil Works (Foundations)				
6.	Erection				
8.	Testing & commissioning				

The proposed program of Works shall base on the Schedule of Implementation (60 days) as per Bidding Documents.



# Method of Performing Work

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## METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization at site, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works comprising transportation of Plant and other materials from the Employer's designated storage yard to the site, civil works, erection works and testing & commissioning.
4. The Bidder shall include in his proposal the Quality Assurance Program containing the overall quality management and procedures which he proposes to follow in the performance of the Contract.
5. The Bidder shall also give details of the construction crews which he proposes to employ for each activity i.e., transportation of Plant and other materials from the Employer's designated storage yard to the site, civil works, erection works and testing & commissioning to achieve the Completion Time as per the following format:

Activity	Duration	No. of Crews employed	Expected Progress per month per crew

Initials of Signatory to Bid: \_\_\_\_\_



# List of Major Equipment

Upload Document

Sheet 1 of 2

## EQUIPMENT

### Form EQ-1: List of Major Equipment & Related Items

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



# List of Major Equipment

Upload Document

Sheet 2 of 2

## LIST OF MAJOR EQUIPMENT

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity / Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

Initials of Signatory to Bid: \_\_\_\_\_



# List of Sub Contractor

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## LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2



# Organization Chart for the Supervisory Staff & Labour

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## ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND LABOUR

The Bidder shall provide Organization Chart for the supervisory staff and labor hereunder which shall meet the requirements of each construction activity. For this purpose, the Bidder shall ensure that he shall at least deploy the following personnel for the key positions for each Lot meeting the experience requirements as listed out hereunder:

Positions	Relevant Construction Experience
Project Manager	07
Construction Manager	05
Site Engineer	05

The above personnel shall be graduate engineers registered with Pakistan Engineering Council (PEC) or equivalent.

Initials of Signatory to Bid \_\_\_\_\_



# Bidder Qualification Form

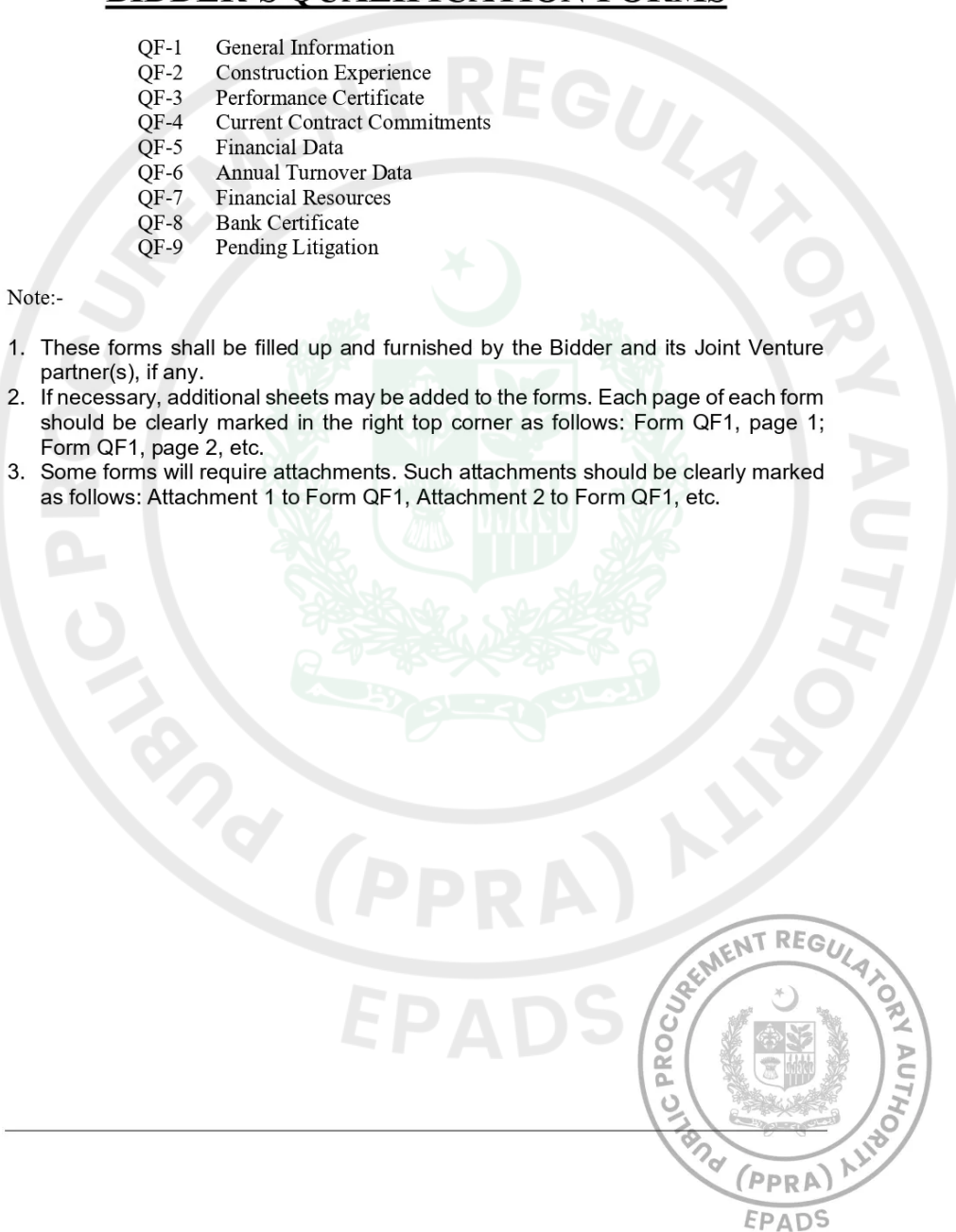
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## **BIDDER'S QUALIFICATION FORMS**

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

Note:-

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



# QF-1

## General Information

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### Form QF-1: General Information

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

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

**Note:**

Copies of following credentials shall be attached:

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

Signature and Seal of Bidder:



# QF-2

## Construction Experience

Upload Document

### Form QF-2: Construction Experience

(For a period of Last 10 Years)

Name of the Project: .....

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

Signature and Seal of the Bidder.....

Place:

Date:



# QF-3

## Performance Certificate

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### Form QF-3: Performance Certificate

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

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

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

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

Date of issuing \_\_\_\_\_

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

Note:

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



# QF-4

## Current Contract Commitments

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### Form QF-4: Current Contract Commitments

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

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

Signature & Seal of the bidder:



# QF-5

## Financial Data

Upload Document

### Form QF-5: Financial Data

Financial Data for Previous 3 Years			
Particular			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.			
<ul style="list-style-type: none"><li>• All such documents reflect the financial situation of the Bidder and not sister or parent companies.</li><li>• Historic financial statements must be audited by a certified accountant.</li><li>• Historic Financial statements must be complete, including all notes to the financial statements.</li><li>• Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</li></ul>			

Signature and Seal of the bidder:



# QF-6

## Annual Turnover Data

Upload Document

### Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached.

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

Annual turnover data for the following last three fiscal years

Year	Amount	Currency	Exchange Rate	Equivalent Amount (in the currency of Bid)
<b>Average Annual Turnover</b>				

Signature and Seal of Bidder: \_\_\_\_\_



# QF-7

## Financial Resources

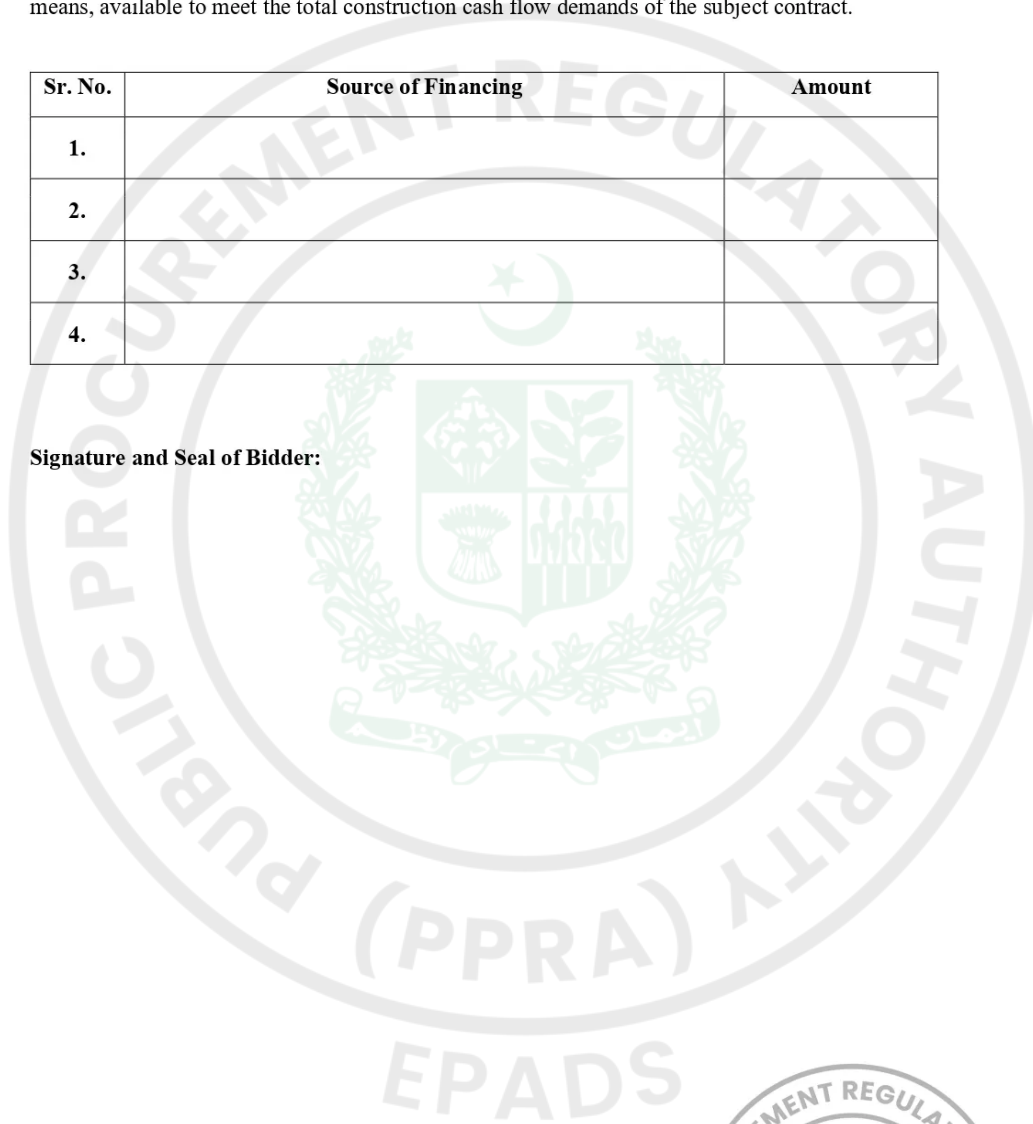
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### Form QF-7: Financial Resources

Specify proposed sources of financing, such as liquid assets, lines of credit, and other financial means, available to meet the total construction cash flow demands of the subject contract.

Sr. No.	Source of Financing	Amount
1.		
2.		
3.		
4.		

Signature and Seal of Bidder:



# QF-8

## Bank Certificate

### Upload Document

#### Form QF-8: Bank Certificate

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

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

Signature of Senior Bank Manager: \_\_\_\_\_  
Name of the Senior Bank Manager: \_\_\_\_\_  
Address of the Bank: \_\_\_\_\_

Stamp of the Bank

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

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

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

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

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



# QF-9

## Pending Litigation

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### Form QF-9: Pending Litigation

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

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

Signature and Seal of the bidder:



# SOP for Blacklisting

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**NATIONAL TRANSMISSION & DESPATCH CO. LTD**

**Company Secretary**


No. NTDC/CS/ 1728-42

Dated: 25 07 2017

## **NOTIFICATION**

### **Approval for SoP of Blacklisting of Contractors**

The Board of Directors of National Transmission & Despatch Company Limited (NTDC) in its 129<sup>th</sup> meeting held on 24.07.2017 against agenda item No. 11 has approved the attached SoP for Blacklisting of Contractors.

  
Ijaz Ahmad  
Company Secretary

#### **Copy to:**

1. Managing Director.
2. Dy. Managing Director (Asset Development & Management).
3. All General Managers.
4. Director General (HR).
5. Chief Financial Officer.
6. Chief Law Officer.
7. Chief Internal Auditor.
8. Chief Information System

407 WAPDA House, Lahore. | TEL: +92 42-99201330, Fax: +92 42-9920 4236 | companysecy@ntdc.com.pk, www.ntdc.com.pk

# SOP for Blacklisting

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## **SOP FOR BLACKLISTING OF CONTRACTORS**



**NATIONAL TRANSMISSION  
AND DESPATCH COMPANY  
LIMITED (NTDC)**



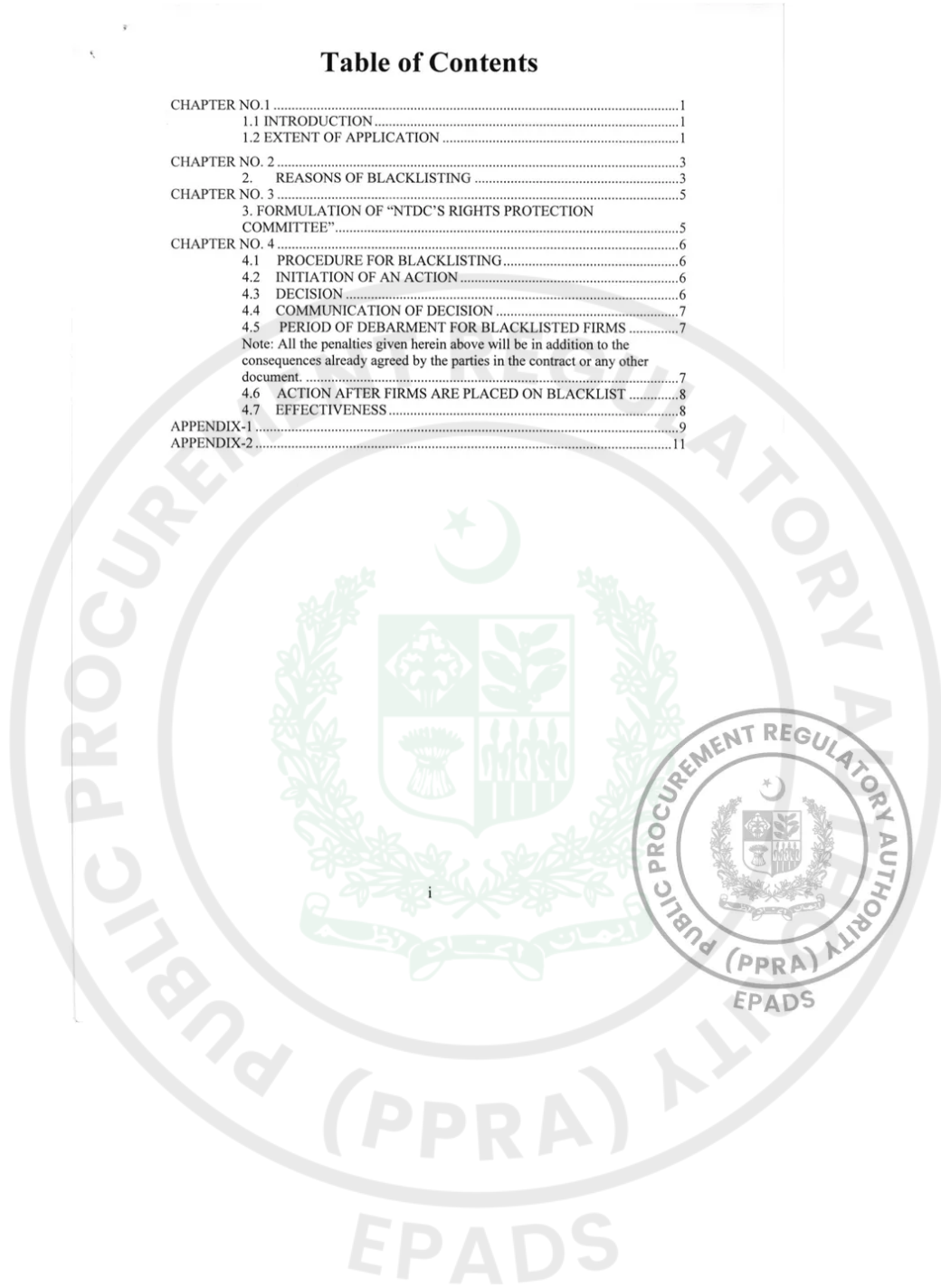
**EPADS**

# SOP for Blacklisting

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# SOP for Blacklisting

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### CHAPTER NO.1

#### 1.1 INTRODUCTION

The blacklisting is one of the considered instruments which are used in the struggle against the corruption in connection with the public procurement. The main objectives of any procurement process are transparency, economy, fairness and efficiency so that public money is spent on welfare of the public. Hence, blacklisting is an instrument, which may lead to the decrease of the potential corruption risks and also inculcate protection of public means and increase of effectiveness of allocation of the limited resources.

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 above said Clause, this SOP has been drafted for procurements made in NTDC.

Any capitalized terms and abbreviations used in this SOP which are not defined therein 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

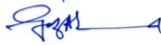
- i. The procedure shall be applicable and remain in force, alongwith any amendments thereto, within NTDC until any clear instructions or guidelines are not imparted by the Government through PPRA, PEC or any other competent forum.
- ii. The procedure shall also be applicable on the pre- qualified firms.
- iii. The procedure shall be applicable for suppliers / bidders/contractors / local agents / representatives /consultants / firms / individual / organization 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 the such Statute / Law or Rule shall prevail.

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# SOP for Blacklisting

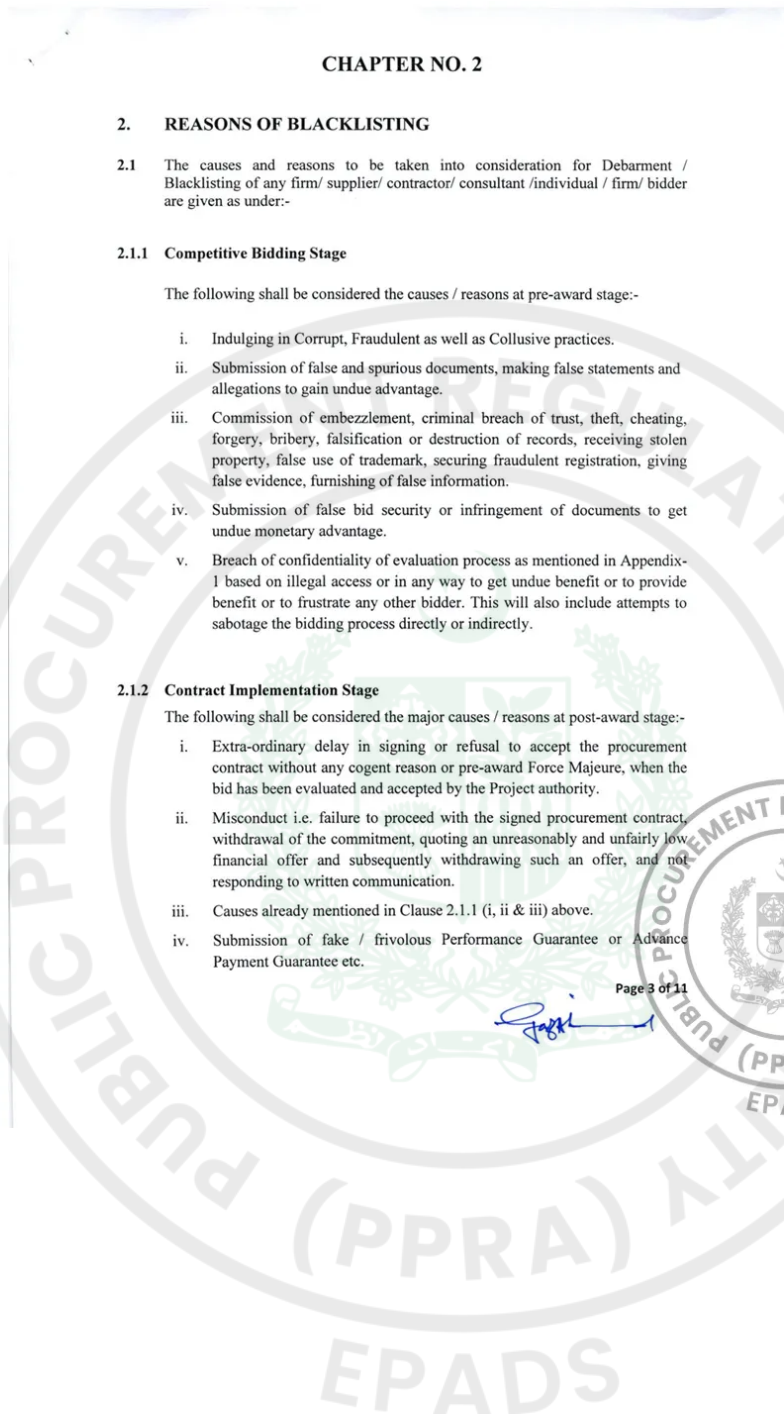
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- v. This SOP will become the part of future Bidding Documents and bidder will submit an Undertaking along with his bid that he has read and accepts the provisions of this SOP. Non-submission of an Undertaking may result in rejection of his bid. The said Undertaking will subsequently become part of the Contract Agreement as well.



# SOP for Blacklisting

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# SOP for Blacklisting

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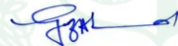
- v. Non-satisfactory performance as mentioned in Appendix-2 during the execution of the contract and failure to perform a procurement contract(s) satisfactorily in accordance with the contractual obligations which in the opinion of project authority was due to exclusive fault of the supplier.
- vi. Breach of provisions / clauses of the contract agreement.
- vii. Failure to honour obligations within Warranty period or Defect Liability Period as defined in the procurement contract.

### 2.1.3 Other Causes

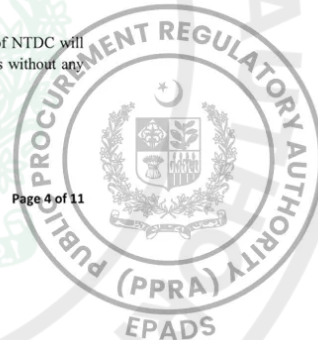
- i. The firm / supplier / contractor is blacklisted by any Government department in Pakistan, or it is established that the firm is involved in any kind of corruption or corrupt practices anywhere in the world.
- ii. Violations of provisions / instructions set down in the Bidding Documents.
- iii. Any attempt / activity to malign or bring NTDC into disrepute and harm its interest(s).
- iv. Any other cause deemed just and appropriate by the NTDC.

#### 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. 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), NIC (National Identity Card) No. etc. In case, the said information is found to be missing, the authority letter shall not be accepted.
- (2) 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 may be rejected.
- (3) Firms blacklisted by donor agencies against any project / contract of NTDC will be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.



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# SOP for Blacklisting

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## CHAPTER NO. 3

### 3. FORMULATION OF "NTDC'S RIGHTS PROTECTION COMMITTEE"

3.1 A permanent committee namely "NTDC's Rights Protection Committee (RPC)" 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.

<b>General Manager (Performance Assessment) NTDC</b>	<b>Convener</b>
Chief Engineer (Reliability Assessment) NTDC	Member
Representative of the Legal Advisor's Office	Member

Depending upon the nature of the case, the committee may consult or appoint / nominate any additional member 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(I) of the PPRA Rules. Independence of any additional member 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.

The committee shall finalize its recommendations within the time specified in Clause-4.3(i) of this SOP.

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# SOP for Blacklisting

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### CHAPTER NO. 4

#### 4.1 PROCEDURE FOR BLACKLISTING

Upon obtaining information and /or knowledge that the firms, suppliers, local agents, contractors or their representatives, consultants, individuals, bidders 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.

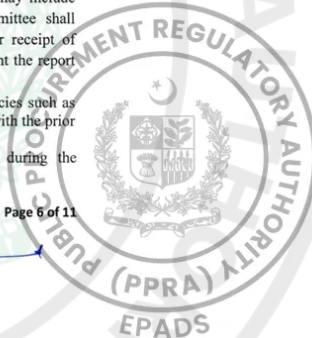
#### 4.2 INITIATION OF AN ACTION

- (i) Within a period of 7 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 individual or organization about charges in detail and shall provide an opportunity to the defend said charges within a specific time period of 15 (fifteen) days.
- (ii) The firm / individual / organization shall be accorded adequate opportunity of hearing in order to defend the charges within the given timelines.
- (iii) The non-receipt of the Notice due to incorrect / change in mailing address shall not be attributable to NTDC. Moreover, in case of non-receipt of any reply from the defendant, the Committee shall have the right to proceed on Ex-parte basis.

#### 4.3 DECISION

- i. The committee shall hold an independent investigation and which may include site visits and interviews with the parties concerned. The committee shall complete the entire investigation within a period of 30 days after receipt of response from the alleged firm / organization/ person and will present the report to the MD NTDC.
- ii. If required the committee can report the case to other national agencies such as National Accountability Bureau, FIA etc. for detailed investigations with the prior approval of Managing Director (NTDC).
- iii. The alleged party shall not proceed for arbitration / litigation during the proceedings for blacklisting.

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# SOP for Blacklisting

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### 4.4 COMMUNICATION OF DECISION

After recommendation for blacklisting by "NTDC's Rights Protection Committee (RPC)", the bidder / contractor / supplier concerned shall be informed within 10 days of such decision. The decision of the Committee will be notified on NTDC, 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 purchasing agencies including PEPCO, DISCOs, and WAPDA etc will also be informed simultaneously.

### 4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

The Blacklisting shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years. The following time periods shall be considered for debarment on account of blacklisting:-

Causes of Blacklisting	Time For Debarment
Corrupt & fraudulent & collusive practices, criminal breach of trust	3 years
Submission of fake documents including financial instruments like securities & guarantees, submission of false Financial statements / Audit reports etc.	3 years
Making false statement and allegation to gain undue advantage	2 years
Commission of embezzlement, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing false information.	3 years
Breach of confidentiality of evaluation process as mentioned in Appendix I hereto	6 months to 2 years as mentioned in Appendix-1
Extraordinary delay in signing or refusal to accept a procurement contract without cogent reasons, when the bid has been accepted by NTDC	6 months to 2 years as determined by the Committee
Non-satisfactory performance as mentioned in Appendix-2	2 years
The contractor was blacklisted by the government or the donor agency and subsequently adopted by NTDC	3 years or the time period for which the concerned agency debarred the contractor, whichever is higher

**Note: All the penalties given herein above will be in addition to the consequences already agreed by the parties in the contract or any other document.**

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# SOP for Blacklisting

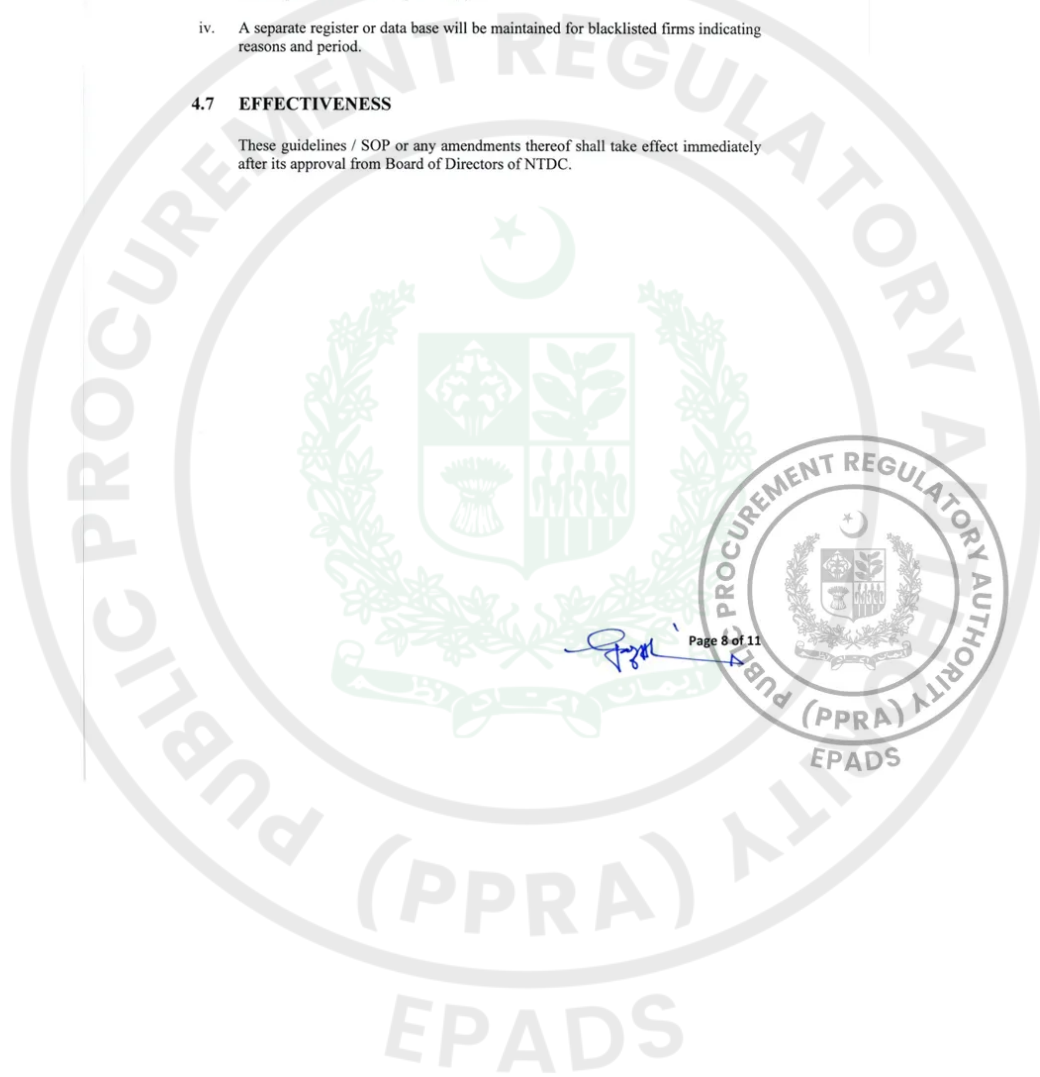
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### 4.6 ACTION AFTER FIRMS ARE PLACED ON BLACKLIST

- 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 firm / contractor 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 firms / contractors 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 such a firm / contractor, 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.



# SOP for Blacklisting

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### APPENDIX-1

#### PROCESS TO DEAL WITH COMPLAINTS

It has been frequently observed that after opening of tenders, the bidders start to influence the evaluation process. Such mis-leading attempts result in delay in finalizing of award of contract and cause financial loss to the National organization and stain its sanctity. 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 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 complaint from the bidder.

- i. Anonymous complaints shall not be entertained.
- ii. The notice of displeasure and explanation will be immediately sent to those firms who lodge the complaint during the evaluation process.
- iii. If the firm does not refrain from making complaints in the same tender, the official warning will be sent and their case will 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 with prior approval of MD (NTDC) may reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.
- iv. If the same bidder itself or through its agent or any third party lodges complaint in another tender floating in parallel before decision of the committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for six months under intimation to the Committee and MD NTDC.
- v. If the same bidder itself or through its agent or any third party lodges complaint third time in the same or any other tender within a period of one year, its bid will be rejected and bid security will be forfeited by the project authority. It may also be debarred to participate in the next tender for one year under intimation to the Committee and MD NTDC.
- vi. In order to monitor the record of the bidders, a data base will be maintained at NTDC's website and the offices of the project authorities regarding firms / suppliers/contractors who consistently lodge complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

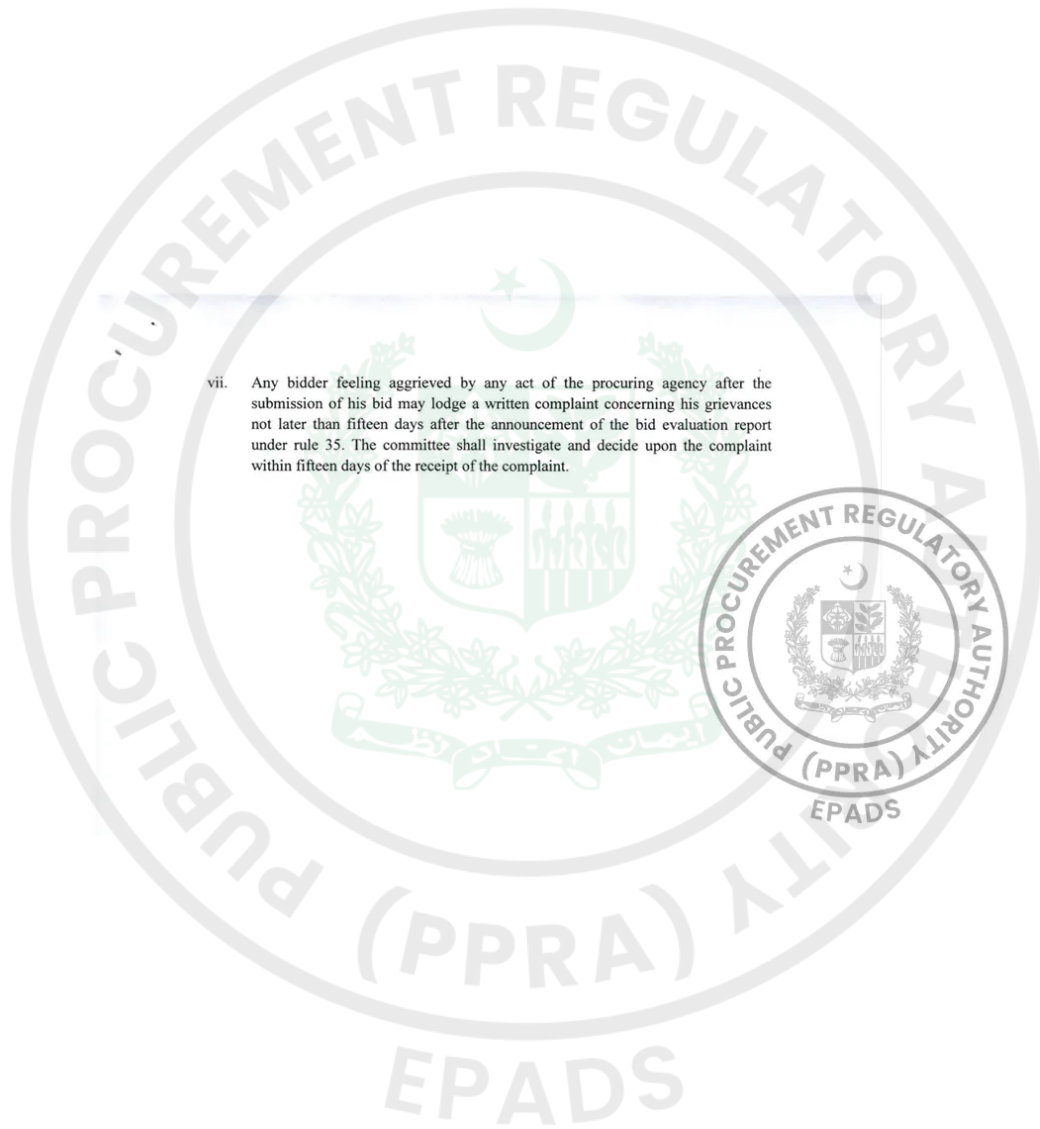
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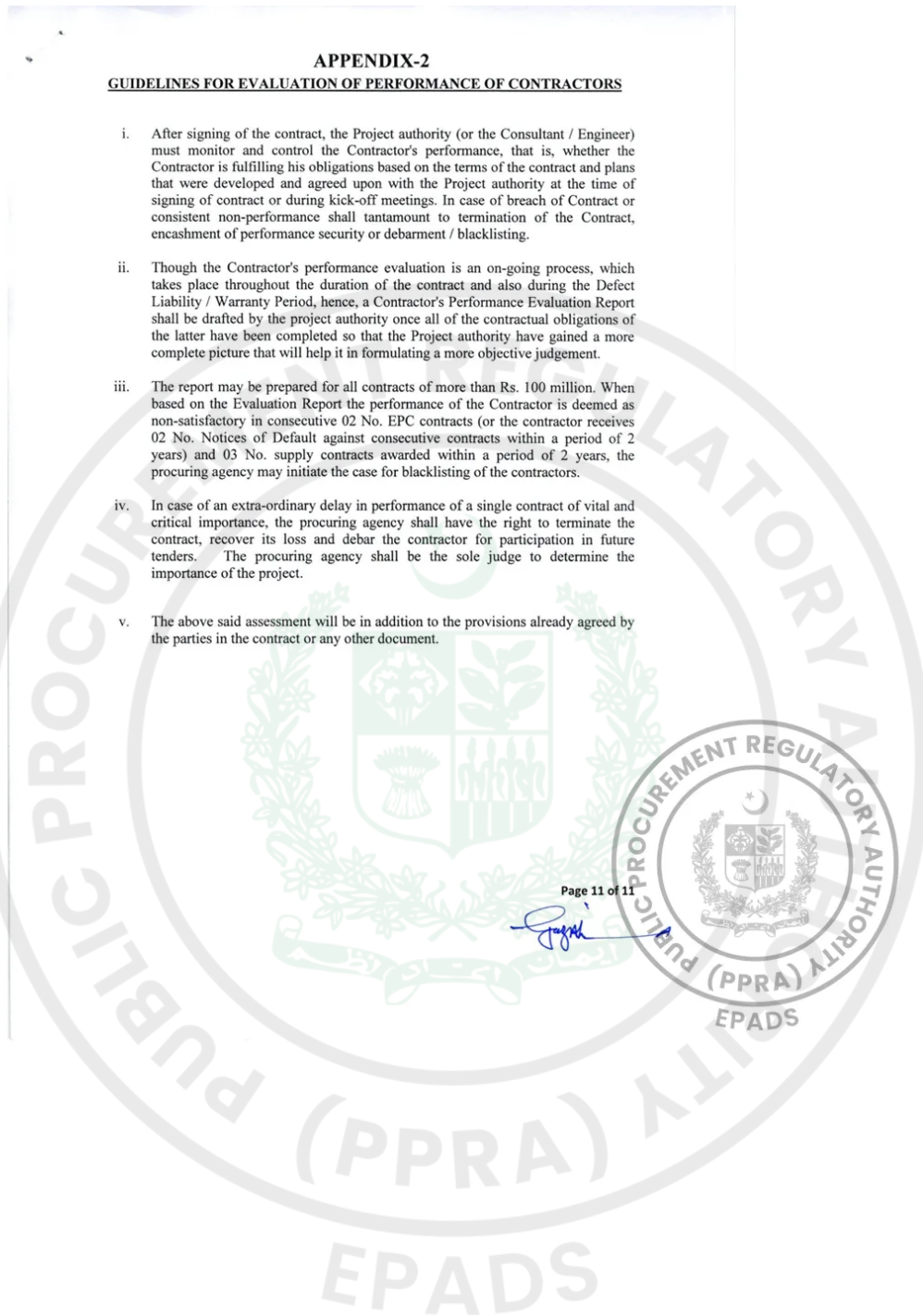
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- vii. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report under rule 35. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.



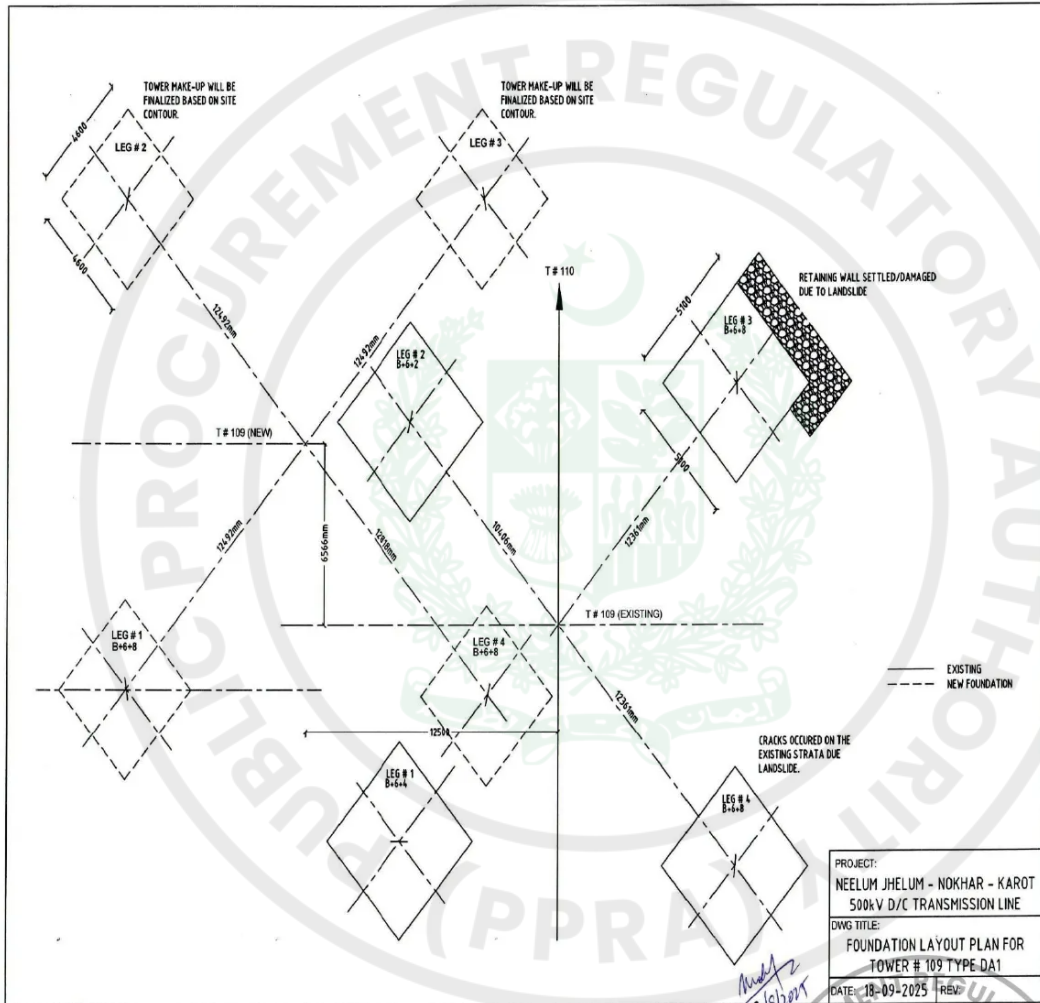
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# Foundation Drawing

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