

**PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)**

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works,
Services and Goods worth Fifty Million Rupees or More

- NAME OF THE ORGANIZATION / DEPTT National Grid Company of Pakistan Limited (NGC)
- FEDERAL / PROVINCIAL GOVT Federal
- TITLE OF CONTRACT WELDING WORK OF 220kv TRANSMISSION LINE TOWERS (GATTI-LALLIAN, LALLIAN-LUDEWALA, SAMMUNDARI-NISHATABAD, T.T SINGH SAMMUNDARI, PTPL FSD-WEST, GATTI-YOUSAFWALA) UNDER DEPUTY MANAGER T/LINE MAINTENANCE DIVISION NGCP, NISHATABAD FAISALABAD.
- TENDER NUMBER DM/TL(M)/NBD/02-2026.
- BRIEF DESCRIPTION OF CONTRACT WELDING WORK OF 220kv TRANSMISSION LINE TOWERS (GATTI-LALLIAN, LALLIAN-LUDEWALA, SAMMUNDARI-NISHATABAD, T.T SINGH SAMMUNDARI, PTPL FSD-WEST, GATTI-YOUSAFWALA)
- TENDER VALUE PKR 10,901,456/-
- ENGINEER'S ESTIMATE PKR 9,562,803/- (For welding works only)
- ESTIMATED COMPLETION PERIOD: 60 days from the date of receipt of Engineer's Notice to Commence.
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? ____ Yes/No
- ADVERTISEMENT:
 - i. PPRA Website Yes, Dated: 15-05-2026., PPRA Ref. No. TS0000006352E Yes/No
(Federal Agencies) (If yes give date and PPRA's tender number)
 - ii. Newspaper Yes, National Newspapers the News & Daily Express dated: 13-05-2026
Yes/No (If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE AND TIME) 02-06-2026 at 11:30 AM
- NATURE OF PURCHASE Local Local/International
- EXTENSION IN DUE DATE (If any) No Yes/No

➤ NUMBER OF TENDER DOCUMENTS SOLD No Document Were Sold All the Bidders / Firms Downloaded from The Website:

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS Yes (Yes/No) (If yes enclose a copy) **(Attached as Annexure-A)**

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS Yes (Yes/No) (If yes enclose a copy) **(Attached as Annexure-B)**

➤ WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

a. SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

☐

b. SINGLE STAGE – TWO ENVELOPE PROCEDURE _____

☒

c. TWO STAGE BIDDING PROCEDURE _____

☐

d. TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

☐

Please specify if any other method of procurement was adopted with brief reasons (i.e. Emergency, Direct Contracting, and Negotiated Tendering etc.)

➤ WHO IS THE APPROVING AUTHORITY GM, AM (North) NGCP, Lahore

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING Not Applicable.



➤ NUMBER OF BIDS RECEIVED One (01) No.

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes. (Yes/No)

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes

**PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)**

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works,
Services and Goods worth Fifty Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS One (01) No.
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s USMAN AND COMPANY (PRIVATE) LIMITED 71-B, OPF Housing Scheme, Khayaban-e-Jinnah Avenue, Lahore.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1st
- NEED ANALYSIS (Why procurement was necessary?) Procurement was made as an anti theft measure to prevent theft of tower material.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)
N/A
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes Yes/No
- DATE OF CONTRACT SIGNING 30-06-2026 (Attach a copy of agreement) (Attach as Annex-C)
- CONTRACT AWARD PRICE PKR 10,901,456/-
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes, Evaluation Results were floated on NGCP / E-Pads V1.0 / PPRA websites (Yes/No) (Attach copy of the bid evaluation report) (Attach as Annex-D)
- ANY COMPLAINTS RECEIVED N/A (Yes/No) (If yes result thereof)
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS No (Yes/No) (If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA No (Yes/No) (If yes give details)
- SPECIAL CONDITIONS, IF ANY (Give brief description) Special Conditions of Contract are attached as Annex-E.

BID DATA SHEET

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

IB 1.1	Name and address of the Employer: Name: National Grid Company (NGC) of Pakistan (formerly NTDC). Address: Deputy Manager Transmission Line (Maintenance) Division NGCP, Nishatabad Faisalabad Bungalow A-2, 220kV Grid Station Nishatabad, NGCP-Faisalabad Telephone No. 041-9230146 / 0335-7409565 E-mail address: dmtllivegatti@ntdc.com.pk
IB 1.1	The bidding is open to National Competitive Bidding (NCB).
IB 1.1	The name of the NCB is: WELDING WORK OF 220kV TRANSMISSION LINE TOWERS (GATTI-LALLIAN, LALLIAN-LUDEWALA, SAMMUNDARI-NISHATABAD, T.T SINGH SAMMUNDARI, PTPL FSD-WEST, GATTI-YOUSAFWALA) UNDER DEPUTY MANAGER T/LINE MAINTENANCE DIVISION NGCP, NISHATABAD FAISALABAD. The identification number of the NCB is: DM/TL(M)/NBD/02-2026
IB 2.1	Source of Funding: NGCP's own resources
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in the category C-5 or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above. ii) Only those Firms/Companies/Contractors will be eligible to bid who are Active Taxpayers List (ATL) for both Income Tax & Sales Tax and Provincial revenue authorities/boards as the case may be. iii) All payments will be subject to withholding taxes as per Income Tax Ordinates, 2001/international Tax Treaty & Sales Tax Act. 1990, further payments shall made only to those entities appearing in Active Tax payer List (ATL) for both Income Tax & Sales Tax. iv) The Bidder shall not be blacklisted by NGCP/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 NGCP/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. Further, the bidder shall submit an undertaking along with his bid that he has read and accepts the provisions of NGCP Policy for Blacklisting of Contractors (copy of policy attached with the bidding documents). Non-submission of this undertaking may result in the rejection of the bid. The undertaking will subsequently become part of the Contract Agreement as well.						
IB 3.1(b)	Delete IB 3.1(b) and replace it with the following. Qualification of the Bidder To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below: 1. <u>Construction Experience:</u> i) The bidder as a main contractor (as single entity or as JV partner*) must have substantially completed construction contract(s) comprising of construction of tower conventional foundations, erection of towers, stringing, testing & commissioning of 500kV or higher voltage transmission lines of at least 05km during last five (05) years. *If the Bidder has executed these contract(s) as a JV partner, he shall have carried out all the activities mentioned here before. ii) In case the bid is submitted by a joint venture under this bidding process, lead partners shall meet the above experience criteria. <u>or</u> The bidder as a main contractor (as single entity or as JV partner*) or approved subcontractor must have completed similar nature of contract(s) i.e welding works of nut & bolts/braces of at least 300 Nos. Towers of 220kV or higher voltage T/Line during last five (05) years. 2. <u>Key Personnel:</u> The Bidder shall have the personnel for the key positions to be deployed for meeting the following requirements: (Information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents) <table><tr><th>Positions</th><th>Relevant Construction Experience</th><th>No. of Personnel</th></tr><tr><td>Electrical Engineers</td><td>05</td><td>01</td></tr></table> The above personnel shall be graduate engineers or equivalent.	Positions	Relevant Construction Experience	No. of Personnel	Electrical Engineers	05	01
Positions	Relevant Construction Experience	No. of Personnel					
Electrical Engineers	05	01					

3. Bidder's Financial Capability:

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

- i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The Bidder's Financial Statements for the last three years of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form **QF-5** of **Appendix-N** to Bid given in Section-III of the Bidding Documents). In case of JV, each JV partner shall meet the aforementioned criteria.

The Bidder's Income & Expenditure/Profit and Loss Accounts should show minimum average annual turnover for the last three years not less than **12 million PKR**. The Average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company. (Information to be submitted in prescribed Form **QF-6** of **Appendix-N** to Bid given in Section-III of the Bidding Documents).

In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

- ii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means to meet the total cash flow demands of this contract which is being considered equal to **12 Million PKR plus 25% of the Bidder's commitments for running contracts**. (Information to be submitted in prescribed Form **QF-7** of **Appendix-P** to Bid given in Section-III of the Bidding Documents).

In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

The Bidder shall provide his current work commitments in form **QF-4** of **Appendix-P** to Bid given in Section-III of the Bidding Documents.

4. Bidder's Litigation History

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



NATIONAL GRID COMPANY (NGC) OF PAKISTAN LIMITED

**Deputy Manager
T/L (M) Division Nishatabad
NGC-Faisalabad**

No. 993-97 /DM/TL(M)/NBD/FSD/

Date 30/06 /2026

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "AGREEMENT") made on the 29th day of June, 2026, between Deputy Manager Transmission Line (M) Division NGCP, Nishatabad Faisalabad of National Grid Company of Pakistan Limited (NGCP) (hereinafter "the Employer"), of the one part, and M/S Usman And Company (Private) Limited, (hereinafter called "the Contractor"), of the other part:

WHEREAS the Employer is desirous that certain Works viz., Welding work of 220kV Transmission Line Towers (Gatti-Lallian, Lallian-Ludewala, Sammundari-Nishatabad, T.T Singh Sammundari, PTPL FSD-West, Gatti-Yousafwala) should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein in the sum of PKR 10,901,456/- (PKR Ten million nine hundred one thousand four hundred and fifty-six Only) (Inclusive of PST 16%) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Contract Agreement
 - b. The Employer's Notification of Award of Contract (Notification of Award/Letter of Acceptance) No. 871-876/DM/TL(M)/NBD/FSD, dated: 17-06-2026.
 - c. The Completed form of bid
 - d. The Special Stipulations (Appendix-A to Bid)
 - e. The Particular conditions of Contract.
 - f. The General Conditions of Contract (FIDIC Conditions of Contract for Works of Civil Engineering Construction, Fourth Edition 1987 with amendments in 1988 and 1992).
 - g. The Priced Bill of Quantities
 - h. The Complete Appendices to Bid
 - i. The Specifications

Tel: 041-9230146,

Fax: 041-9230143

Email: dmtllivegatti@ntdc.com.pk

Address: Bungalow A-2, 220kV Grid Station NGCP Nishatabad-Faisalabad



[Handwritten signature]

j. Any Other Item

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provision of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Signature of the Contractor

Signed, Sealed and Delivered in the presence of:

Witness:
(Name, Title and Address)

M. Mohsin Reza


Signature of the Employer


Deputy Manager
T/L (M) Division
NGC-Nishatabad
Faisalabad

Witness:
(Name, Title and Address)


Assistant Manager
220 KV T/L (M) Sub-Division
NGCP Jaranwala North Faisalabad

C.C:

1. General Manager (AM) North, NGC Lahore
2. Chief Engineer AM-North NGC, NTDC House Lahore.
3. Manager AM-North Circle NGC, Gatti, Faisalabad.
4. Deputy Director (IT Monitoring & Legal) PPRA Islamabad.
5. Deputy Manager (CA) AM North NTDC House Lahore.

Tel: 041-9230146,

Fax: 041-9230143

Email: dmtllivegatti@ntdc.com.pk

Address: Bungalow A-2, 220kV Grid Station NGCP Nishatabad-Faisalabad

FINANCIAL BID EVALUATION RESULTS**(AS PER RULE # 35 OF PUBLIC PROCUREMENT (PP) RULES, 2004)**

1. Name of Procurement Agency National Grid Company of Pakistan (NGC)
2. Method of Procurement National Competitive Bidding (NCB)
Single Stage Two Envelope Bidding Procedure
3. Title of Procurement WELDING WORK OF 220kV TRANSMISSION LINE TOWERS (GATTI-LALLIAN, LALLIAN-LUDEWALA, SAMMUNDARI-NISHATABAD, T.T SINGH SAMMUNDARI, PTPL FSD-WEST, GATTI-YOUSAFWALA) UNDER DEPUTY MANAGER T/LINE MAINTENANCE DIVISION NGCP, NISHATABAD FAISALABAD
4. Tender Inquiry No. Tender No. DM/TL(M)/NBD/02-2026
5. PPRA Ref. No. (TSE) TS0000006352E
6. E-PAD Ref. No. F-26051879175
7. Date & Time of Bid Closing 02-06-2026 (11:30 HRS)
8. Date & Time of Bid Opening Technical: 02-06-2026 (12:00 HRS)
Financial: 09-06-2026 (12:00 HRS)
9. No. of Bid(s) Received 01 No. bid
10. Criteria for Bid(s) Evaluation Least Cost Based Selection (LCBS)
11. Detail of Bid(s) Evaluation -

Sr. No.	Name of Bidder	Marks		Quoted Bid Price Including 16% PST without discount (Pak Rs.)	Evaluated /Discounted (if any) Bid Price Including 16% PST without discount (Pak Rs.)	Remarks
		Technical (if applicable)	Financial (if applicable)			
1	M/s USMAN AND COMPANY (PRIVATE) LIMITED 71-B, OPF Housing Scheme, Khayaban-eJinnah Avenue, Lahore.	Nil	Nil	10,901,456	10,901,456	Responsive

Most Advantageous Bidder	DM/TL(M)/NBD/02-2026	M/s USMAN AND COMPANY (PRIVATE) LIMITED 71-B, OPF Housing Scheme, Khayaban-eJinnah Avenue, Lahore
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Any other additional / supporting information, the procuring agency may like to share.

NOTE: -

The above evaluation results are based on detailed Bid Evaluation Report and correct to best of our knowledge, however, in case of any discrepancy the content of original Bid Evaluation Report shall prevail.

Signature: _____

Official Stamp: Deputy Manager TL(M) Division NGC,
Nishatabad, Faisalabad

Section-V
SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT
(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

(a) (i) The Employer is: Deputy Manager T/Line Maintenance Division
NGCP, Nishatabad Faisalabad
National Grid Company (NGC) of Pakistan Limited
Bungalow A-2, 220kV Grid Station Nishatabad,
NGCP-Faisalabad
☎ Phone: 041-9230146 / 0335-7409565
✉ Email: dmtllivegatti@ntdc.com.pk

(a) (iv) The Engineer is: Deputy Manager T/Line Maintenance Division
NGCP, Nishatabad Faisalabad
National Grid Company (NGC) of Pakistan Limited
Bungalow A-2, 220kV Grid Station Nishatabad,
NGCP-Faisalabad
☎ Phone: 041-9230146 / 0335-7409565
✉ Email: dmtllivegatti@ntdc.com.pk

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

The following paragraph is added:

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

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

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

The following paragraph is added:

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

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

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such

additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

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

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

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".
- (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.
- (iv) Any action under Clause 40 "Suspension".
- (v) Any action under Clause 44 "Extension of Time for Completion".
- (vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of "Taking over Certificate" under Clause 48.
- (viii) Issuing a Variation Order under Clause 51, except:
 - a) in an emergency* situation, as stated here below, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor's claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
- (xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
- (xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Deputy Manager T/Line Maintenance Division NGCP, Nishatabad Faisalabad shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

- a) Review & approval of technical data/ drawings/design
- b) Interpretation of the bidding documents
- c) Review & approval of profile/plan tabling/route plan
- d) Foundation designs, review and approvals
- e) Site visits for attending any technical problem if necessary
- f) Resolution of disputes
- g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

- (a) The Contract Documents shall be drawn up in the English language.
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The Special Conditions of Contract;
- (6) The General Conditions;
- (7) The priced Bill of Quantities;
- (8) The completed Appendices to Bid;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of bank guarantee from any Scheduled Bank in Pakistan or insurance guarantee having AA rating. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

11.1 Inspection of Site

Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labour, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the owner as basis for any claim for compensation. The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in regard to rates quoted shall not be entertained or considered by the owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

- a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.
- b) Each of these stages for work by each nominated subcontractor
- c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:
 - i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.

The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, copies of Monthly Progress Reports covering:

- (1) A Construction Schedule indicating the monthly progress in percentage;
- (2) Description of all work carried out since the last report;
- (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- (4) Monthly summary of daily job record;
- (5) Photographs to illustrate the status of progress on the Site.
- (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.
- (8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]
- (9) Copies of quality assurance documents, test results and certificates of Materials.
- (10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].
- (11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
- (12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

These progress reports will be submitted as per the following distribution list:

- (1) Deputy Manager TL (M) Division Nishatabad Faisalabad
- During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorised representative at Site shall be authorised to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

- (a) For the Works and Materials: Full value of material.
- (b) For loss or damage to Equipment: Full value of the loss/damage.
- (c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property
- (d) For personal injury or death:
 - i) of the Contractor's employees: In accordance with such applicable laws in Pakistan
 - ii) of other people: In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.3 Remedy on Contractor Failure to Insure

Delete the text and substitute with the following:

The Contractor shall effect and keep in force all insurances required under the contract. The Employer shall not affect any kind of insurance on behalf of this project.

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and

also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognised festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall

the Defects Liability Period extend beyond two (2) years from the date of taking over.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing" are added.

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses 59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- a) submits reasonable evidence to the Engineer, or
- b)
 - i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Clause 60.11 (a)(6) hereof".
(in case Clause 60.11 is applicable)

60.2 Monthly Payments

In the first line, "28" is substituted by "14".

60.3 Payment of Retention Money

a) The following text is added at the end:

"In addition to above, release of this retention money is subject to issuance of defect liability certificate (DLC)."

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67.1 Engineer's Decision

Replace eighty fourth with sixtieth in the eighth line of Para 1 of this clause.

Replace eighty fourth with sixtieth in the third line of Para 3 of this clause.

Replace seventieth with thirtieth in the fourth and fifth line of Para 3 of this clause.

Replace 84 with 60 in the sixth line of Para 3 of this clause.

Replace seventieth with thirtieth in the fourth line of Para 4 of this clause.

67.2 Amicable Settlement

Replace fifty sixth with thirtieth in the fourth line of Para 1 of this clause.

67.3 Arbitration

In the sixth to eight lines, the words "shall be finally settled appointed under such Rules" are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

- a) **The Employer:** Deputy Manager T/Line Maintenance Division
NGCP, Nishatabad Faisalabad
National Grid Company (NGC) of Pakistan Limited
Bungalow A-2, 220kV Grid Station Nishatabad,
NGCP-Faisalabad

Phone: 041-9230146 / 0335-7409565

Email: dmtllivegatti@ntdc.com.pk

- b) The Engineer is:** Deputy Manager T/Line Maintenance Division
NGCP, Nishatabad Faisalabad
National Grid Company (NGC) of Pakistan Limited
Bungalow A-2, 220kV Grid Station Nishatabad,
NGCP-Faisalabad
Phone: 041-9230146 / 0335-7409565
Email: dmtllivegatti@ntdc.com.pk

69.0 Default of Employer

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

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirety.

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

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes

Contractor will submit the invoice inclusive of Provincial Sales Tax. Provincial Sales Tax shall be charged by the contractor and payments will be subject to income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws. Copy of sales tax return will be provided by the contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-O to his Bid, then the Employer shall be entitled to:

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

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-

Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.