# TENDER NO. DG-FO-NGC-MN-03-2026-27

## ELECTRICAL WELDING OF TOWER NUT, BOLT & APPLICATION OF ANTI RUST PAINT UP TO 08 METER ON 500KV RAHIM YAR KHAN-MULTAN TRANSMISSION LINE UNDER NATIONALGRID's OWN RESOURCES

**DIRECTOR GENERAL (FIELD OPERATION) NORTH MULTAN**

**NOVEMBER 2026**

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# INVITATION FOR BIDS

## TENDER NO. DG-FO-NGC-MN-03-2026-27

1. National Grid Pakistan "the Employer", intends to procure services for Tender No. DG-FO-NGC-MN-03-2026-27 through National Grid's own resources. The Scope for work includes the following:

| Sr. No. | Description | Quantity Required |
|---|---|---|
| 1 | Electrical welding of tower nut, bolt & application of Anti Rust Paint up to 08 meter on 500KV Rahim Yar Khan-Multan Transmission Line | As per Tender documents |

2. The Employer invites sealed bids through "Single Stage Single Envelope (***SSSE***) Procedure" on National Competitive Bidding (NCB) basis from eligible firms as defined under IB-3 Instructions to Bidders of the Bidding Documents, registered with Income Tax and Sales Tax Departments and who are on Active Tax payers List of the Federal Board of Revenue and registered with PEC.
3. Bidders may obtain further information from Employer from address below:
   Director General (Field Operations) North Multan
   GSO House, Sher Shah Road, Cantt. Multan
   Telephone No. 92-61-9200515
   Fax No. 92-61-9200516
4. Bid Security amounting to 600,000.00/- in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan favor of "**Chief Engineer WAPDA NTDC**" the Employer valid for a period up to Twenty- Eight (28) days beyond the bid validity date.
5. The bids must be submitted through EPADS 2.0 on or before **08.12.2026** before **13:00HRS** However, the Bid security is required to be submitted in original before bid closing deadline. Technical bids will be opened at **13:30HRS** on the same day, in the presence of the Bidder's representatives who choose to attend at the same address.

   National Grid Pakistan reserves its rights regarding rejection of bids as defined in clause 33(1) of PPRA Rules 2004.

**(Engr. Dr. Muhammad Iqbal)**
Director General (Field Operations) Multan

# SECTION-I

# INSTRUCTIONS TO BIDDERS

## A. GENERAL

### IB.1 Scope of Bid

1.1 The Employer as defined in the Bidding Data hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".

1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

### IB.2 Source of Funds

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

### IB.3 Eligible Bidders

3.1 This Invitation for Bids is open to all bidders meeting the following requirements:

a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
b. Duly prequalified/enlisted with the Employer.

### IB.4 One Bid per Bidder

4.1 Each bidder shall submit one bid either by himself, or as a partner in a joint venture.

### IB.5 Cost of Bidding

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

### IB.6 Site Visit

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

6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection,

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

## B. BIDDING DOCUMENTS

### IB.7 Contents of Bidding Documents

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

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
6. Specifications - Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Bill of Quantities
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Security.

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

### IB.8 Clarification of Bidding Documents

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

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

### IB.9 Amendment of Bidding Documents

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

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the

Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

## C. PREPARATION OF BIDS

### IB.10 Language of Bid

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

### IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

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

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

i. Evidence of access to financial resources along with average annual construction turnover;

ii. Financial predictions for the current year and the two following years including the effect of known commitments;

iii. Work commitments since prequalification;

iv. Current litigation information; and

v. Availability of critical equipment.

and

(c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:
Appendix to Bid Proposed Construction Schedule

| | |
|---|---|
| Appendix to Bid | Method of Performing the Work |
| Appendix to Bid | List of Major Equipment |
| Appendix to Bid | Organization Chart for Supervisory Staff |

And other pertinent information such as mobilization programme etc.

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

(a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;

(b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

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

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

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

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

**IB.12 Bid Prices**

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a

bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

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

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

**IB.13 Currencies of Bid and Payment**

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees.

**IB.14 Bid Validity**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.

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

**IB.15 Bid Security**

15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees.

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

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

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

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

15.6 The Bid Security may be forfeited:

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

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

(c) In the case of successful bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security; or (ii)

sign the Contract Agreement.

**IB.16 Alternate Proposals by Bidder**

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

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

**IB.17 Pre-Bid Meeting**

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

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

17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

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

**IB.18 Format and Signing of Bid**

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

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

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

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

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

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

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

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

## D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub-Clause 19.2 hereof.

19.2 The inner and outer envelopes shall:

(a) be addressed to the Employer at the address provided in the Bidding Data;

(b) bear the name and identification number of the contract as defined in the Bidding Data; and

(c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

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

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

**IB.20 Deadline for Submission of Bids**

20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

(c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**IB.21 Late Bids**

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

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

**IB.22 Modification, Substitution and Withdrawal of Bids**

22.1 Any bidder may modify**,** substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.

22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

**E. BID OPENING AND EVALUATION**

**IB.23 Bid Opening**

23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.

23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.

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

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

**IB.24 Process to be Confidential**

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

**IB.25 Clarification of Bids**

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

**IB.26 Examination of Bids and Determination of Responsiveness**

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

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

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

**IB.27 Correction of Errors**

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

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

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

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

**IB.28 Evaluation and Comparison of Bids**

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

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

(a) making any correction for errors pursuant to Clause IB.27;
(b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and
(c) making an appropriate adjustment for any other acceptable variation or deviation.

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

28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

## F. AWARD OF CONTRACT

### IB.29 Award

29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price**,** provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.

29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

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

**IB.31 Notification of Award**

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

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

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

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

**IB.32 Performance Security**

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

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

**IB.33 Signing of Contract Agreement**

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

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

**IB.34 General Performance of the Bidders**

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

**IB.35 Integrity Pact**

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

**IB.36 Instructions not Part of Contract**

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

# SECTION-II
# BID DATA SHEET

## BID DATA SHEET

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

| | |
|---|---|
| **IB 1.1** | Name and address of the Employer:<br><br>Name: Director General (Field Operations) North Multan<br>Address: Director General (Field Operations) North Multan<br>GSO House, Sher Shah Road, Cantt. Multan<br>Telephone No. 92-61-9200515<br>Fax No. 92-61-9200516<br>The name of the NCB is: DG-FO-NGC-MN-03-2026-27: Electrical welding of tower nut, bolt & application of Anti Rust Paint up to 08 meter on 500KV Rahim Yar Khan-Multan Transmission Line". |
| **IB 1.1** | The bidding is open to National Competitive Bidding (NCB). |
| **IB 1.1** | The number and identification of lot comprising this NCB is: One (01)<br><br>The name of the NCB is: DG-FO-NGC-MN-03-2026-27: Electrical welding of tower nut, bolt & application of Anti Rust Paint up to 08 meter on 500KV Rahim Yar Khan-Multan Transmission Line.<br><br>The Bidders are required to quote for one complete Lot. Partial quotation shall be liable of rejection. |
| **IB 1.2** | Time for Completion for the Works **90 days** from the date of singing agreement. |
| **IB 1.7** | The Bidding is open to National Competitive Bidding (NCB) through Single Stage Single Envelope (SSSE) procedure. |
| **IB 2.1** | Financing shall be from NationalGrid's own resources. |

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| **IB 3.1 (a)** | The existing sub clause 3.1(a) is deleted and replaced with following:<br><br>The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements:<br><br>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.<br>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.<br><br>ii) Only those Firms/Companies/Contractors will be eligible to bid who are Active Taxpayers List (ATL) for both Income Tax and Provincial revenue authorities/boards as the case may be.<br><br>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.<br><br>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. |
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**IB 3.1(b)**

Delete IB 3.1(b) and replace it with the following.

**Qualification of the Bidder**

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

1. Construction Experience:

   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.

   **or**

   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, fabrication, modification and installation works of nut & bolts/braces of at least **300 Nos.** Towers of 220kV or higher voltage T/Line during last five (05) years.

2. Key Personnel:

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

| **Positions** | **Relevant Construction Experience** | **No. of Personnel** |
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| Electrical Engineers | 05 | 01 |

The above personnel shall be graduate engineers or equivalent.

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 **11.50 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 **11.50 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

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| | the prescribed Form **QF-9** given in **Appendix-P** of Section-III of Bidding Document.<br><br>Construction Experience and Financial Capability of sub-contractors, subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder.<br><br>The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.<br><br>The above stated requirements are the minimum and the Employer reserves the right to request for any additional information. The Employer also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the Contract.<br><br>The above stated Appendices should be completed as per prescribed format and submitted along with required attachments. The missing or incomplete information/documents may render the bid substantially non-responsive. In this regard, the Employer does not have an obligation to request any document/certificates. |
| **IB 3.2** | The following sub clause is added after 3.1:<br><br>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:<br>(i) they have controlling shareholders in common; or<br><br>(ii) they receive or have received any direct or indirect subsidy from any of them; or<br><br>(iii) they have the same legal representative for purposes of this bid; or<br><br>(iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or<br><br>(v) A Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid. |

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| **IB 6.1** | The Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labor, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the Employer as basis for any claim for compensation. The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in regard to rates quoted shall not be entertained or considered by the Employer. |
| **IB 7.1** | There is only one volume in this NCB. |
| **IB 7.2** | The Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.gov.pk and on e-PADS.<br>After the Award of Contract, the Contractor will provide copies of 15 Nos. of Contract Agreement complete in all respect within ten (10) days from the signing of Contract Agreement. |
| **IB 8.1** | The Sub-Clause 8.1 is amended to the following extent:<br><br>No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Purchaser's response will be made not later than 7 days prior to the date fixed for submission of Bids. Moreover, the bidders may also submit their request for clarification through e-PADS.<br><br>Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of Bids.<br><br>The address for clarification of Bidding Documents is:-<br>Name: Director General (Field Operations) North Multan<br>Address: Director General (Field Operations) North Multan<br>GSO House, Sher Shah Road, Cantt. Multan<br>Telephone No. 92-61-9200515<br>Fax No. 92-61-9200516 |

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| **IB 10.1** | The bid with all accompanying documents and all communications in relation to or concerning the bidding Process shall be in **English** language and strictly on the forms provided in the bidding Documents. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the bid, the translation in English shall prevail. Any portions of Bids that are not in English may not be evaluated. Failure to comply with this may disqualify a bid. |
| **IB 11.1** | **Documents Comprising the Bid**<br><br>Delete the text of this Sub-Clause and substitute with the following:<br><br>The Bidder shall submit the bid through EPADS only in pdf file comprising the following documents in the respective pdf files, however, Bid Security is required to be submitted in original before bids submission deadline:<br><br>Duly filled-in Form of Bid with following Appendices to Bid:<br><br>i) Appendix-A to Bid Special Stipulations<br>ii) Appendix-E to Bid Proposed Construction Schedule<br>iii) Appendix-F to Bid Method of Performing the Work<br>iv) Appendix-G to Bid Proposed Personnel<br>v) Appendix-H to Bid List of Major Equipment-Related Items<br>vi) Appendix-J to Bid Organizational Chart of the Supervisory Staff and Labor<br>vii) Appendix-N to Bid Deviations<br>viii) Appendix-O to Bid Integrity Pact<br>ix) Appendix-P to Bid Bidder's Qualification Forms<br>x) Appendix-D to Bid Bill of Quantities<br>xi) Appendix-M to Bid Estimated Progress Payments |
| | b) Bid security of Fixed amount of **Rs. 600,000/-** |
| | c) Undertaking by the Bidder in respect of submission of required Bid Security as per Appendix to Bid or copy of the Bid security **(to be attached with technical bid)**; |
| | d) Written Power of Attorney, duly notarized, authorizing the signatory of the bid to act for and on behalf of the Bidder; |
| | e) Copies of Original Documents defining the constitution or legal status, place of registration and principal place of business of the bidder and JV partners; |
| | f) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv); |
| | g) PEC license pursuant to Sub-Clause 3.1(i); and |

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| | h) | Any other document required to be submitted in accordance with these Bidding Documents. |
| | a) | |
| | b) | Any other document required to be submitted in accordance with these Bidding Documents. |
| **IB 11.2** | Following is added at the end of Sub-Clause IB.11.2:<br><br>"(f) The maximum J.V. partners shall not be more than three (03)." | |
| **IB 12.5** | Add the following new Sub-Clause IB 12.5:<br><br>The Bidder shall quote Provincial Sales Tax (PST) in a separate column given in Bill of Quantities (BOQ) of Section-III to Bid. | |
| **IB 12.6** | The prices quoted by the Bidder shall be **Firm & Final** and shall not be adjustable. | |
| **IB 13** | Clause IB.13 is substituted with the following:<br>"The unit rates and prices shall be quoted by the Bidder entirely in Pak Rupees. All payments under the contract shall be made in Pak Rupees only. Bidders expecting to incur expenditures in currency(ies) other than Pak Rupees shall manage foreign currency(ies) at their own arrangement. The exchange risk in this regard, if any, shall be deemed to be included in unit rates and prices quoted by the Bidder." | |
| **IB 14.1** | The period for validation of Bid will be minimum **150 days** after the date of Bid opening. A Bid valid for short period shall be liable of rejection. | |
| **IB 15.1** | All Bids must be accompanied by a Bid Security of not less than PKR 600,000.00/- | |
| **IB 15.2** | Sub-Clause IB.15.2 is substituted with the following:<br>i. A bank guarantee shall be on a non-judicial stamp paper of value Rs.500/- in the format provided in bidding document by any reputable scheduled bank of Pakistan or a reputable foreign bank underwritten by a scheduled bank of Pakistan valid for a period 28 days beyond the Bid Validity date.<br>ii. OR A cash deposit receipt issued by any reputable scheduled bank of Pakistan valid for a period 28 days beyond the Bid Validity date.<br>iii. The Bid security shall be drawn in the favor of "**Chief Engineer WAPDA NTDC"**. | |
| **IB 15.6** | The following is added at the end of Sub-Clause IB.15.6:<br>"(d) If the Bidder is found involved in corrupt and fraudulent practices." | |
| **IB 17.1** | Pre-Bid meeting will take place on<br>**08th December-2026 13:00 Hrs**<br>Office of Director General (Field Operations), GSO House, Sher Shah Road, Cantt. Multan. | |

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| **IB 18.1** | Sub-Clause 18.4 is substituted with the following:<br>"Each Bidder shall prepare by filling out the forms completely and without alterations one original set of the Bid as described in IB. 11 and clearly mark each "ORIGINAL - BID" |
| **IB.19.1** | Sub-Clause 19.1 is substituted by the following: (a)Firms are required to submit their bids through e-PADS V-2.0 only. However, Bid Security is required to be submitted in original before bids submission deadline. (b)The bid should be submitted as a single PDF file named "Tender [Tender Number] -BID - [Name of Proposing Firm]". (c)The Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains a virus. |
| **IB 19.2 (a)** | Deleted |
| **IB 19.2 (b)** | **Name of the Project:**<br>Electrical welding of tower nut, bolt & application of Anti Rust Paint up to 08 meter on 500KV Rahim Yar Khan-Multan Transmission Line.<br>The identification number of the NCB is: DG-FO-NGC-MN-03-2026-27 |
| **IB 19.2 (c)** | Deleted |
| **IB 20.1 (a)** | Firms are required to submit their bids through EPADS V2.0 only on or before bid submission deadline. However, Bid Security is required to be submitted in original before bids submission deadline.<br>Deadline for Submission of Bid:<br>Date: **08th December, 026**<br>Time: **13:00HRS**<br>Employer's address for the purpose of Bid Security submission:<br>**Office of Director General (Field Operations), Multan**<br>**GSO House, Sher Shah Road, Cantt. Multan**<br>**Telephone No. 92-61-9200515**<br>**Fax No. 92-61-9200516** |
| **IB 20.1 (c)** | Deleted |
| **IB 20.1** | Deleted |
| **IB.23**<br>23.1 | **BID OPENING AND EVALUATION**<br>**Bid Opening**<br>Sub-Clause IB.23.1 is substituted by the following: The Employer shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance.<br>Date: **08th December 2026**<br>Time: **13:30 HRS**<br>Address: Office of Director General (Field Operations), Multan<br>GSO House, Sher Shah Road, Cantt. Multan<br>Telephone No. 92-61-9200515<br>Fax No. 92-61-9200516 |
| 23.3 | Deleted |

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| 23.4 | Deleted |
| 23.5 | Sub-Clause 23.5 is inserted as follows:<br>The Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, shall be opened one at a time, and the following read out and recorded:<br>(a) the name of the Bidder;<br>(b) the receipt of Original Bid Security; and any other details as the Employer may consider appropriate. |
| 23.7 | Sub-Clause 23.7 is inserted as follows:<br>The Employer will notify Bidders in writing and through EPADS who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents. |
| 23.8 | Sub-Clause 23.8 is inserted as follows:<br>The Employer will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents. |
| 23.11 | Sub-Clause 23.11 is inserted as follows:<br><br>The Employer shall prepare a record of the opening of Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any |
| 23.12 | Deleted |
| **IB 24.2** | Add the following new Sub Clause after IB 24.1:<br><br>24.2 Bidders and their respective agents, suppliers, sub-contractors, representatives and anyone else on behalf of the bidder will not communicate or attempt to communicate directly or indirectly with the Employer, including any employees, directors, officers, agents or representatives of any of them during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Employer. Bidders will also not engage in any form of political or other lobbying whatsoever with respect to their Bids, or otherwise attempt to influence the outcome of the Competitive Bidding Process. In the event of any such communications or lobbying, Employer may at any time reject any Bid by that Bidder without further consideration. |
| **IB 25.1** | Add the following at the end of Sub-Clause 25.1:<br><br>The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. |

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| **IB 25.2** | Add the following new Sub-Clause:<br><br>If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected. |
| **IB 26.1** | Sub-Clause 26.1 is substituted by the following:<br><br>"The Employer will determine whether Bid is substantially responsive to the requirements of the Bidding Documents." |
| **IB 26.2** | Sub-Clause 26.2 is substituted by the following:<br><br>"A substantially responsive Technical Bid is one which (i) meets the eligibility criteria; (ii) is accompanied by the required Bid Security; (iii) has been properly signed; (iv) meets the qualification criteria delineated at Sub-Clause IB.3A hereof; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.<br><br>A substantially responsive Price Bid is one which (i) has been properly signed; and (ii) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.<br><br>A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.<br>Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder." |
| **IB 26.4** | Following Sub-Clauses are added at the end of Sub-Clause 26.3:<br><br>The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omits any material information required to be submitted by the Bidding Documents.<br>Further, the Procuring Agency shall reject the bid, if the bid submitted through EPADS found corrupt, unreadable or contains virus. |
| **IB 27.3** | Following Sub Clause is added after Sub Clause 27.2:<br><br>If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially nonresponsive and will be rejected. |

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| **IB 28.1** | In case of Lots only<br>Following Para is added at the end of the Sub-Clause 28.1:<br>"The Works will be evaluated and compared on Lot basis (if applicable)." |
| **IB 28.2** | Following Para is added after the Para (c) of IB. 28.2:<br>(d) applying cross discount in case of combination of Lots to arrive at least cost combination |
| **IB 28.4** | Following is added at the end of Sub-clause IB 28.4:<br>"or the employer may require the successful Bidder to balance his bid." |
| **IB 28.5** | Following new Sub Clause is added after IB 28.4:<br><br>The Employer will evaluate the Bids, including all clarifications, additional information, modifications and negotiated changes, by applying the Eligibility and Qualification Criteria. Without limiting the particular criteria, the Employer may take into account the following in the Evaluation of Bids:<br><br>i. Non-performance by a Bidder on previous contracts with Employer or others;<br>ii. The quality of a Bidder's performance on previous contracts with Employer or others;<br>iii. Anticipated or ongoing claims with or in connection with a Bidder;<br>iv. Any security of safety concerns which Employer may have in respect of a Bidder or its facilities, subcontractors or suppliers;<br>v. The results of any interview with a Bidder or supplied references: or<br>vi. Any knowledge of or experience with a Bidder or its principals, directions, officers and employees.<br><br>The Employer may independently verify any information (including conducting credit, reference and other checks with respect to a Bidder) and consider such findings in its evaluation.<br><br>Employer is not required to inform Bidders of how Bids were ranked in the evaluation process. |
| **IB 28.6** | Add the following new Sub-Clause IB 12.5:<br><br>The Employer's evaluation of a Bid will exclude and not take into Provincial sales Tax (PST). |

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| **IB 29.2** | Following text is added at the end of Sub Clause 29.2<br><br>The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc. |
| **IB 30.1** | The Employer reserves the right to reject any bid on the following accounts, apart from those mentioned in the bidding documents:<br><br>i. Bid is not received by the due date and time specified.<br>ii. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format.<br>iii. Bid does not cover the complete scope of work.<br>iv. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. Deviations, conditionality or reservations have been introduced to any part of the bidding documents which may not be acceptable to the Employer in its sole discretion. viii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid.<br>v. Bid does not meet minimum acceptable standards of completeness, consistency and detail.<br>vi. Bid received from any Black listed Firm / Contractor.<br><br>If at any time it is found that a material misrepresentation of facts is made or uncovered; the information submitted by the bidder concerning his qualification was false and materially inaccurate or incomplete. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected. |
| **IB 32.1** | The Bidder shall furnish an unconditional Performance Security, equal to ten percent (10%) of the Contract Price in the form prescribed in the conditions of Contract. The performance guarantee should be in shape of Bank Guarantee from any schedule bank of Pakistan. |
| **IB 33** | Text of Clause IB.33 is deleted and substituted as follows:<br><br>Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the successful bidder shall depute its representative duly authorized for formal signing of the Contract Agreement, Form of which is provided in the Bidding Documents. |

Annexure - 1 to Bidding Data Sheet

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

**POWER OF ATTORNEY**

Know all men by these presents, we _____(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____R/o _____(name and address of residence) who is presently employed with us and holding the position of _____, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the (please state the name and address of the bidder) for Bidding Document No. DG-FO-NGC-MN-03-2026-27 Welding Works_____ (the "tender"), including signing and submission of all documents and providing information / responses to National Transmission & Dispatch Company Ltd (NTDC), representing us in all matters in connection with our bid for the said tender.

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

For

(Signature)

(Name, Title, Email ID and Address)

Accepted

…….(Signature)

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

ACKNOWLEDGMENT

Before me, a Notary Public for and in the city of _____, this _____ of _____ 2020 personally came and appeared:

NAME IDENTIFICATION DOCUMENT _____

_____

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

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

**NOTARY PUBLIC**

Annexure - 2 to Bidding Data Sheet

## A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

**(On Company's Letter Head)**

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

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

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

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

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

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

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

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

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

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

I. ……
……

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

II. ……
……

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

Name ……..

Designation …….

Signature …….

WITNESS :

(Signature of the authorized representative)

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

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

Name ……..

(Signature of the authorized representative)

Designation …….

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

Signature …….
WITNESS :

I. ……

Name ……..

Designation …….

Signature …….

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

WITNESS :

I. ……

II. …… (Signature of the authorized representative)

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

## B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV AGREEMENT

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

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

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

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

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

AND WHEREAS the bid is being submitted to the Employer vide proposal No……..dated….. by Party No.1 based on this Letter of Intent between all the parties; under these presents and the bid in accordance with the requirements of Clause 4.1, Section-ITB

and 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSED AS UNDER:

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

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract for which we shall enter into Joint Venture Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners:

2. If the Contract is awarded to Joint Venture then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents will promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of the Deed of Undertaking to the Employer in the event of award of Contract on the Joint Venture, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in the Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this Letter of Intent. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a

limitation of joint and several responsibilities of the Parties under the Contract in the event of award on Joint Venture.

6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint Venture, other than the express provisions of the Contract.

7. This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

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

I. ……
……

II. ……
……

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

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

Name ……..
Designation …….

Signature …….

(Signature of the authorized representative)

WITNESS :

Common Seal of …….
has been affixed in my/ our presence pursuant to Board of

Director's Resolution dated …….

Name ……..

Designation …….

Signature …….

WITNESS :

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

(Signature of the authorized representative)

I. ……

II. ……

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

Name ……..

Designation …….

Signature …….

WITNESS :

I. ……

II. ……

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

(Signature of the authorized representative)

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

# SECTION – III
# FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

| Sr. No. | Description | |
|---|---|---|
| 1. | Form of Bid | |
| **Appendices to Bid** | | |
| 2. | Appendix A to Bid: Special Stipulations | |
| 3. | Appendix D to Bid: Bill of Quantities | |
| 4. | Appendix E to Bid: Proposed Construction Schedule | |
| 5. | Appendix F to Bid: Method of Performing Works | |
| 6. | Appendix G to Bid: Proposed Personnel | |
| 7. | Appendix H to Bid: Equipment | |
| 8. | Appendix J to Bid: Organization Chart for Supervisory Staff | |
| 9. | Appendix M to Bid: Estimated Progress Payments | |
| 10. | Appendix N to Bid: Deviations | |
| 11. | Appendix O to Bid: Integrity Pact | |
| 12. | **Appendix P to Bid: Bidder's Qualification Forms** | |
| | QF-1 | General Information |
| | QF-2 | Construction Experience |
| | QF-3 | Performance Certificate |
| | QF-4 | Current Contract Commitments |
| | QF-5 | Financial Data |
| | QF-6 | Annual Turnover Data |
| | QF-7 | Financial Resources |
| | QF-9 | Pending Litigation |
| 14. | Appendix N to Bid: Undertaking of bid security | |

| | | |
|---|---|---|
| 15. | **Standard Forms** | |
| | I | Bid Security (Bank Guarantee) |
| | II | Form of Performance Security |
| | III | Form of Contract Agreement |

# FORM OF BID

Bid Reference No. _____
(Name of Contract/Works)

To:

_____
_____
_____

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ _____ (Rupees___ _____) or such other sum as may be ascertained in accordance with the said conditions.

2. We understand that all the Appendices and Annexures attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees_____(Rs. _____ ) drawn in your favour or made payable to you and valid for a period of days beginning from the date Bids are opened.

4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.

5. We agree to abide by this Bid for the period of_____days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

8. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with IB 3 & 4, other than alternative offers submitted in accordance with IB 16;

9. Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by PEC or Employer.

10. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this_____day of_____20_____

Signature: _____

in the capacity of_____duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

_____

_____

Witness:

Signature: _____
Name: _____

Address: _____

_____

Occupation: _____

## SPECIAL STIPULATIONS
## Clause Conditions of Contract

| | | | |
|---|---|---|---|
| 1. | Engineer's Authority to issue Variation in emergency | 2.1 | As per NGCP BOFP revised 2025. |
| 2. | Law Applicable | 5.1(b) | The law to be applied is the law of Islamic Republic of Pakistan. |
| 3. | Amount of Performance Security | 10.1 | 10% of Contract Price stated in the Letter of Acceptance. |
| 4. | Time for Furnishing Program | 14.1 | Within 10 days from the date of receipt of Letter of Acceptance. |
| 5. | Minimum amount of third-party Insurance | 23.2 | Rs. 100,000 per occurrence with number of occurrences unlimited. |
| 6. | Time for Commencement | 41.1 | Within 14 days from the date of receipt of the letter of acceptance. |
| 7. | Time for Completion | 43.1, 48.2 | 90-Days from the date of Commencement. |
| 8. | a) Amount of Liquidated Damages | 47.1 | 0.05% 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 |
| 9. | Defects Liability Period | 49.1 | 365 days from the effective date of Taking Over Certificate. |
| 10. | Percentage of Retention Money | 60.2 | 10% of the amount of Interim Payment Certificate. |
| 11. | Limit of Retention Money | 60.2 | 10% of Contract Price stated in the Letter of Acceptance. |
| 12. | Minimum amount of Interim Payment Certificates (Running Bills) | 60.2 | 20% (at least) more than the amount of all applicable retentions and deductions on the said bill. |
| 13. | Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer. | 60.10 | 90 days. |
| 14. | Mobilization Advance (Interest Free) | 60.12 | Not Applicable |

**Appendix-B To Bid**

## FOREIGN CURRENCY REQUIREMENTS (Not Used)

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.

2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums _____%.

3. Table of Exchange Rates

| Unit of Currency | Equivalent in Pak. Rupees |
|---|---|
| Australian Dollar | ---------- |
| Euro | ---------- |
| Japanese Yen | ---------- |
| U.K. Pound | ---------- |
| U.S. Dollars | ---------- |
| ---------- | ---------- |
| ---------- | ---------- |

**Appendix-C to Bid**

PRICE ADJUSTMENT (Not Applicable)

**Price Adjustment Formula for BOQ item 2 (foundations) and "additional work (items 6, 7, 8, 14 & 15)"**

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of civil works' inputs viz. skilled & unskilled labor, reinforcing steel bars, cement, petrol and diesel, in accordance with the formula given here below, for any increase or decrease in the costs of the following:

(a) Rate of wages of skilled or unskilled labour.
(b) Petrol and Diesel Fuel
(c) Cement
(d) Reinforcing Steel Bars

**Not Applicable**

No increase in the price of each of the above-mentioned components will be allowed beyond the scheduled completion period of Civil Works if the price increase is because of reasons attributable to the Contractor. The escalation for each component shall be according to the scheduled completion of that item provided that extension is granted.

For the avoidance of doubt, the price adjustment regarding Civil Works carried out later than the Scheduled period, shall continue to be paid at the revised rate of the constituent prevailing as on the date of its scheduled completion. For each claim, the Contractor shall submit invoice from each source of supply.

The increase or decrease in the amount payable by Employer to the Contractor shall be calculated on the basis of the following formula:

$$A1 = A/100 \left(30 + 20 \frac{UL1}{UL} + 14 \frac{L1}{L} + 5 \frac{P1}{P} + 11 \frac{D1}{D} + 15 \frac{S1}{S} + 5 \frac{C1}{C}\right)$$

Where

A1 = Revised amount for payment.

A = is the amount payable to the Contractor at the rates entered in Price Schedules, for the work executed after the date of change in the rates or prices of labour or materials mentioned in this section.

UL = is the basic minimum monthly wage rate for unskilled labour (PKR per month) twenty eight (28) days prior to the date of Bid opening as stated in Table 11.12 (Intercity Prices of Construction Input Items and Labour Wages) of Monthly Statistical Bulletin for the Karachi City, published by the Federal Bureau of Statistics (FBS), Statistics Division, Government of Pakistan.

UL1 = is the revised minimum monthly wage rate for unskilled labour (PKR per month) twenty-eight (28) days prior to the start of the execution month as stated in Table

11.12 (Intercity Prices of Construction Input Items and Labour Wages) of Monthly Statistical Bulletin for the Karachi City, published by the FBS, Statistics Division, Government of Pakistan.

L = is the basic minimum monthly wage rate for skilled labour (mason) (PKR per month) twenty-eight (28) days prior to the date of Bid opening as stated in Table 11.12 (Intercity Prices of Construction Input Items and Labour Wages) of Monthly Statistical Bulletin for the Karachi City, published by the FBS, Statistics Division, Government of Pakistan.

L1 = is the revised minimum monthly wage rate for skilled labour (mason) (PKR per month) twenty-eight (28) days prior to start of execution month as stated in Table 11.12 (Intercity Prices of Construction Input Items and Labour Wages) of Monthly Statistical Bulletin for the Karachi City, published by the FBS, Statistics Division, Government of Pakistan.

P = is the basic rate of premium motor gasoline (for sale through retail outlets), maximum Ex-Depot Sales Price (PKR per liter), twenty-eight (28) days prior to the date of Bid opening as notified by Pakistan State Oil (PSO) Limited.

P1 = is the revised rate of premium motor gasoline (for sale through retail outlets), maximum Ex-Depot Sales Price (PKR per litter), twenty-eight (28) days prior to execution month as notified by Pakistan State Oil (PSO) Limited.

D = is the basic rate of high-speed diesel oil (HSD) maximum Ex-Depot Sales Price (PKR per liter), twenty-eight (28) days prior to the date of Bid opening as notified by Pakistan State Oil (PSO) Limited.

D1 = is the revised rate of high-speed diesel oil (HSD) maximum Ex-Depot Sales Price (PKR per liter), twenty-eight (28) days prior to execution month as notified by Pakistan State Oil (PSO) Limited.

S = is the basic rate of reinforcing steel ½ inch round MS bars (PKR per metric ton), twentyeight (28) days prior to the date of Bid opening, as stated in Table 11.10 (Intercity Wholesale Prices of Selected Commodities) Monthly Statistical Bulletin for the Karachi City, published by the FBS, Statistics Division, Government of Pakistan.

S1 = is the revised rate of reinforcing steel ½ inch round MS bars (PKR per metric ton), twenty-eight (28) days prior to the start of execution month, as stated in Table 11.10 (Intercity Wholesale Prices of Selected Commodities) of Monthly Statistical Bulletin for the Karachi City, published by the FBS, Statistics Division, Government of Pakistan.

C = is the basic rate of Ordinary Portland Cement (PKR per bag), twenty-eight (28) days prior to the date of Bid opening as stated in Table 11.12 (Intercity Prices of Construction Input Items and Labour Wages) of Monthly Statistical Bulletin for the Karachi City, published by the FBS, Statistics Division, Government of Pakistan.

C1 = is the revised rate of Ordinary Portland Cement (PKR per bag), twenty-eight (28) days prior to the start of execution month as stated in Table 11.12 (Intercity Prices of Construction Input Items and Labour Wages) of Monthly Statistical Bulletin for the Karachi City, published by the FBS, Statistics Division, Government of Pakistan.

30 = is the fixed percentage coefficient.

In determining the amount of any increase or decrease to the Contract Price pursuant to this section, no account shall be taken of any fluctuation as a result of Government Orders or otherwise in the cost of benefits i.e. bonus, gratuity, education, group insurance, paid holidays, casual leaves, workmen compensation etc. Any increase or decrease in the price of materials which have not been used on the project during that month shall not be considered in the adjustment of the Contract Price, and the ratio will be taken as one (1). No price adjustment shall be payable on the portion of the Contract Price paid to the Contractor as an Advance Payment.

**Appendix-D to Bid**

# BILL OF QUANTITIES
## A. Preamble

**General**

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

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

3. The quantities given in the Schedule of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Schedule of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with provisions of the Contract.

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

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

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.

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

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

**Units & Abbreviations**

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

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

**Abbreviation**

| | |
|---|---|
| Pakistani Rupees | PKR |
| Number | No. |
| Kilometer | km |
| Kilogram | kg |
| Cubic Meter | Cu.m |
| Provisional Sums | PS |
| Percent | % |
| Quantity Qty | |

**Pricing**

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

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

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

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

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

16. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the

Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

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

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

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

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

**Appendix-D to Bid**

## B. WORK ITEMS

Bidders shall price the Bill of Quantities in local currency only.

**BOQ FOR ELECTRICAL WELDING OF TOWER NUT, BOLT & APPLICATION OF ANTI RUST PAINT UP TO 08 METER ON 500KV RAHIM YAR KHAN-MULTAN TRANSMISSION LINE**

| (A) | Description | Unit | Qty. | Unit Rate (Rs.) | Amount (Rs.) |
|---|---|---|---|---|---|
| 1 | Electrical Welding of Tower Nut & bolts (Up to 8.0 Meters Height) and Installation/fixing/welding of tower off size braces with necessary Fabrication/Modification as is required. Moreover, Applying of the Anti-Rust Paint as approved by the Engineer Incharge to all welded points is the part of this job. The detail of Towers of Transmission Line is as under:<br><br>500KV Rahim Yar Khan-Multan Transmission Line | NO | **160** | | |
| | **Total Amount (Rs.)** | | | | |
| **Add 16% PST** | | | | | |
| **Total Amount of Work Including 16% PST (Rs.)** | | | | | |

**CONDITIONS:**

1. The quantities mentioned in the BOQ are estimated quantities. These quantities are to be used for bid evaluation purpose only.
2. The breakup of unit rates for each item/works quoted in the BOQ shall be provided with the bid in accordance with the tender and the work at site shall be executed as per instruction of the Engineer.
3. Any other item deemed necessary by the bidder for the successful completion and smooth operation of the project and not quoted above may also be quoted separately and mentioned herewith prior to the bid submission. Any item/sub item and its quantity not mentioned above or not quoted separately by the bidder in his bid, shall not be paid after the award of the contract to the successful bidder.
4. In case of discrepancy between unit price and total price, unit price shall prevail and the payment will be made accordingly.
5. The cost quoted for above works shall include cost of labor and cost of all accessories / material / equipment required for successful completion and operation.
6. Omission & errors can be rectified at any stage.
7. The Material i.e. off size braces only will be provided by the NGCP from any NGCP Store/Warehouse.
8. The clearing of ROW is the responsibility of the Contractor.
9. The Contractor shall take all safeguards at site for safety/security of men, material and machinery at his own responsibility and cost.
10. The work should be carried out with accordance NGCP Specification.

## PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date specified in Appendix-A to Bid. The Bidder shall submit, as Appendix-E to Bid, a detailed Construction/Execution Schedule in the form of a Bar Chart (CPM, PERT, or any other approved format) indicating the sequence and duration of activities proposed for completion of the Works under the Contract.

The schedule shall include, but not be limited to, the following activities: mobilization of manpower and equipment, inspection of tower locations, welding of tower nuts/bolts, surface preparation, application of anti-rust paint on welded points/joints, quality inspection, and completion of all allied works covered under the Contract.

| Sr. No. | Description of Work | Period in days from the effective date of contract |
|---|---|---|
| 1. | Establishment of Site Office & Mobilization of Manpower/Equipment | |
| 2. | Welding Works on Transmission Line Towers<br>a) Commencement<br>b) Completion | |
| 3. | Application of Anti-Rust Paint on Welded Points/Joints<br>a) Commencement<br>b) Completion | |
| 4. | Inspection, Testing & Final Completion of Works<br>a) Commencement<br>b) 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 (90) | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | 15 | 30 | 40 | 50 | 60 | 75 | 90 |
| 1. | Signing of contract | | | | | | | |
| 2. | Effective Date | | | | | | | |
| 3. | Mobilization | | | | | | | |
| 4. | Inspection/Survey of Transmission Line Towers | | | | | | | |
| 5. | Welding of Tower Nuts/Bolts | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 6. | Surface Cleaning & Preparation of Welded Portions | | | | | | | |
| 7. | Application of Anti-Rust Paint on Welded Points/Joints | | | | | | | |
| 8. | Inspection, Testing & Completion of Works | | | | | | | |

The proposed program of Works shall base on the Schedule of Implementation (90 days) as per Bidding Documents.

Note: The bidder shall also indicate the number of crews proposed to be deployed for timely completion of the welding works on transmission line towers. The details shall include the expected progress per crew for execution of welding and painting activities under the Contract.

| Type of Crews | No. of Crew Employed | Expected Progress/month/crew* |
|---|---|---|
| Tower Welding Crew | | |
| Surface Cleaning Crew | | |
| Anti-Rust Paint Application Crew | | |
| Inspection & Quality Check Crew | | |

The bidder shall clearly mention the estimated time required by each crew to complete work on one tower, including welding of tower nuts/bolts and application of anti-rust paint on welded points/joints.

**Appendix-F to Bid**

## METHOD OF PERFORMING THE WORK

The Bidder shall submit a detailed narrative describing the methodology proposed for execution of the welding works on transmission line towers. The narrative shall include, but not be limited to, the following:

1. **Organization & Supervision**

   Organization chart indicating supervisory staff, site in-charge, welding personnel, safety staff, and other technical manpower involved in execution and supervision of the Works.

2. **Mobilization**

   Details regarding mobilization of manpower, welding machines, tools & equipment, transportation arrangements, storage of consumable material, communication facilities, and other necessary arrangements required for execution of the Works at site.

3. **Method of Execution**

   Detailed procedure for execution of welding works on tower nuts/bolts, including site inspection, surface preparation/cleaning, welding process, safety precautions, and application of anti-rust paint on welded points/joints.

4. **Quality Control & Safety Measures**

   Quality control and quality assurance procedures to be adopted during execution of the Works, including inspection of welded joints, use of approved materials/consumables, compliance with applicable safety standards, and procedures for ensuring satisfactory completion of the Works as per specifications and directions of the Engineer Incharge.

**Appendix-G to Bid**

## 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** |

## Form PER – 2: Resume of Proposed Personnel

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

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

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

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

**Appendix-H to Bid**

## EQUIPMENT

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

The Bidder shall provide a list of major equipment, tools, and related items proposed to be used for execution of the Works. The list shall clearly indicate whether the equipment is owned, to be purchased, or arranged on rental/lease basis. The information provided shall include make/type, capacity, quantity, and anticipated period of utilization sufficient to demonstrate that the Bidder possesses adequate resources to complete the Works satisfactorily.

The list of major equipment for execution of the welding works shall include, but not be limited to, the following categories:

a) Mobilization & Transportation Equipment
b) Welding Machines & Welding Accessories
c) Hand Tools and Power Tools
d) Anti-Rust Paint Application Equipment
e) Safety Equipment & PPE
f) Inspection & Quality Checking Tools
g) Any other equipment required for satisfactory completion of the Works.

**Form EQ – 2: List of Major Equipment**

| Owned Purchased or Leased | Description of Unit (Make, Model, Year) | Capacity HP Rating | Condition | Present Location or Source | Date of Delivery at Site | Period of Work on Project |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| **A) Welding Equipment**<br>**a**. Owned<br>**b.** To be Purchased<br>**c.** To be arranged on Lease | | | | | | |
| **B) Power Tools**<br>**a.** Owned<br>**b.** To be Purchased<br>**c.** To be arranged on Lease | | | | | | |
| **C) Safety Equipment & PPE**<br>**a**. Owned<br>**b.** To be Purchased<br>**c.** To be arranged on Lease | | | | | | |
| **D) Transportation & Miscellaneous Equipment** **a**. Owned<br>**b.** To be Purchased<br>**c.** To be arranged on Lease | | | | | | |

**Appendix-I to Bid**

## CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

1. Site Preparation (clearing, land preparation, etc.).

2. Provision of Services.

    a) Power (expected power load, etc.).
    b) Water (required amount and system proposed).
    c) Sanitation (sewage disposal system, etc.).

3. Construction of Facilities

    b) Warehouses and Storage Areas (area required, type of construction and layout).
    c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).

4. Welding Work Equipment Assembly and Preparation (detailed plans for carrying out this activity).

5. Other Items Proposed (Security services, etc.).

6. Detail of testing Lab with testing equipment etc.

**Appendix-J to Bid**

# ORGANIZATION CHART
# FOR THE SUPERVISORY STAFF AND LABOR

**Appendix-K to Bid**

## 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 |
| | |

**Appendix-M To Bid**

## ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Program of Works and the Rates in the Schedule of Prices,

| **Period** | **Amounts (Rs.)** |
|---|---|
| 1st Month | |
| 2nd Month | |
| 3rd Month | |
| **Total Bid Price** | |

Initials of Signatory to Bid: ……

**Appendix-N to Bid**

## DEVIATIONS

### Form D1-Deviations from Contractual Conditions

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

| Sr. No. | Clause No. /Section No. | Deviations |
|---|---|---|

**Form D2-Deviations from Technical Conditions**

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

| Sr. No. | Clause No. /Section No. | Deviations |
|---|---|---|

**Appendix-O to Bid**

## INTEGRITY PACT

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

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

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

**Appendix-P to Bid**

## BIDDER'S QUALIFICATION FORMS

| | |
|---|---|
| QF-1 | General Information |
| QF-2 | Construction Experience |
| QF-3 | Performance Certificate |
| QF-4 | Current Contract Commitments |
| QF-5 | Financial Data |
| QF-6 | Annual Turnover Data |
| QF-7 | Financial Resources |
| QF-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.

## 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<br>1.<br>2.<br>3.<br>4. | <br>Since:<br>Since:<br>Since:<br>Since: |

Note:
Copies of following credentials shall be attached:

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

Signature and Seal of Bidder:

## Form QF-2: Construction Experience

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

(For a period of Last 5 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:

**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.

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

## 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 (PKR) | Value of balance work (PKR) |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |

Signature & Seal of the bidder:

## Form QF-5: Financial Data

| Financial Data for Previous 3 Years | | | |
|---|---|---|---|
| **Particular** | | | |
| **Total Assets** | | | |
| **Total Liabilities** | | | |
| **Net Worth** | | | |
| **Current Assets** | | | |
| **Current Liabilities** | | | |
| **Information from Income Statement** | | | |
| **Total Revenues** | | | |
| **Profits Before Taxes** | | | |
| **Profits After Taxes** | | | |
| Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions. | | | |
| • All such documents reflect the financial situation of the Bidder and not sister or parent companies.<br>• Historic financial statements must be audited by a certified accountant.<br>• Historic Financial statements must be complete, including all notes to the financial statements.<br>• Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). | | | |

Signature and Seal of the bidder:

## Form QF-6: Annual Turnover Data

| Name of Bidder/Joint Venture Partner: |
|---|
| |

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached. The Average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company. Average Annual Turnover will be considered on "Net Sales" i.e. without Sales tax, discounts etc.

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)** |
| | | | |
| | | | |
| | | | |
| | | **Average Annual Turnover** | |

Signature and Seal of Bidder:

## 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.

| **Financial Resources** | | |
|---|---|---|
| Sr. No. | Source of Financing | Amount |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

Signature and Seal of Bidder:

## 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:

**Appendix-Q to Bid**

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

We _____ (name of Bidder) undertake that Bid Security in accordance with Clause IB-19 of the bidding document is enclosed with our Price bid.

Signature and Seal of the Bidder:

# STANDARD FORMS

**BID SECURITY (Bank Guarantee)**

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

_____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto **Director General (Field Operations) Multan, NationalGrid Pakistan, GSO House, Sher Shah Road, Cantt. Multan** (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

*THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for_____ (Particulars of Bid) to the said Employer; and*

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

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

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

(3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY (Bank)

WITNESS: Signature _____

1. _____ Name _____

_____ Title _____

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____

_____

Name, Title & Address

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

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan)
Name of Principal (Contractor) with address: _____
_____
Penal Sum of Security (express in words and figures) _____
_____ Letter
of Acceptance No. _____Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration

that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

_____
Guarantor (Bank)

Witness:

1. _____ Signature _____

_____ Name _____
Corporate Secretary (Seal)

Title _____

2. _____

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

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between _____(hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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

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

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

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

Signed, Sealed and Delivered in the presence of:

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

# Section-IV

# GENERAL CONDITIONS OF CONTRACT

## SECTION-IV GENERAL CONDITIONS OF CONTRACT

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

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

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FIDIC FEDERATION INTERNATIONALE DES INGENIEURS CONSEILS

CONDITIONS OF CONTRACT
FOR WORKS OF CIVIL
ENGINEERING CONSTRUCTION

FOURTH EDITION 1987

Reprinted 1988 with editorial amendments
Reprinted 1992 with editorial amendments

# Section-V
# SPECIAL CONDITIONS OF CONTRACT

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

**1.1 Definitions**

**(a) (i) The Employer is:** **Director General (Field Operations) Multan**
**NationalGrid Pakistan**
GSO House, Sher Shah Road, Cantt. Multan
Telephone No. 92-61-9200515
Fax No. 92-61-9200516

**(a) (iv) The Engineer is:** **Director (Field Operations) Multan**

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

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 Program to be submitted

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

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

Each program 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 program, 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 program, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the program when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a program 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 program 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 program.

## 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 86 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) **Director (Field Operations) Multan**

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 staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

**16.4 Employment of Local Personnel**

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

The following Sub-Clauses 19.3 and 19.4 are added:

**19.3 Safety Precautions**

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

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

**19.4 Lighting Work at Night**

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

**20.4 Employer's Risks**

The Employer's risks are:

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

**21.1 Insurance of Works and Contractor's Equipment**

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.
(b) For loss or damage to Equipment: Full value of the loss/damage.
(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property
(d) For personal injury or death:
i) of the Contractor's employees: In accordance with such applicable laws in 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 86 days from the date of disagreement whichever is later.

**53.4 Failure to Comply**

This Sub-Clause is deleted in its entirety.

**54.5 Conditions of Hire of Contractor’s Equipment**

The following paragraph is added:

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

The following Sub-Clauses59.4 & 59.5 are added:

**59.4 Payments to Nominated Subcontractors**

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

**59.5 Certification of Payments & Nominated Subcontractors**

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

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

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

**60.1 Monthly Statements**

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

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

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Cause 60.11 (a)(6) hereof".

(in case Clause 60.11 is applicable)

**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 Multan, 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: Director General (Field Operations) Multan**

GSO House, Sher Shah Road, Cantt. Multan

Telephone No. 92-61-9200515

Fax No. 92-61-9200516

**b) The Engineer is: Director (Field Operations) Multan**

**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 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 86 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.

# SECTION-VI
# SPECIAL PROVISIONS

## ALL SCOPE OF THE WORKS SHALL BE PERFORMED IN ACCORDANCE WITH THE WAPDA/ NGC RELEVANT STANDARD SPECIFICATIONS (VOLUME-I TO III).

# SUPPLEMENTARY INFORMATION REGARDING WORKS TO BE PROCURED

## 1. Acquaintance with Site

The Contractor shall be deemed to have inspected and examined the Grid station Site and its surroundings and information available in connection therewith before submitting his Bid, as to the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

## 2. Description Of Project

### 2.1. The Requirement

It is required that following works should be in accordance with the Contract Documents and drawings:

**ELECTRICAL WELDING OF TOWER NUT, BOLT & APPLICATION OF ANTI RUST PAINT UP TO 08 METER ON 500KV RAHIM YAR KHAN-MULTAN TRANSMISSION LINE**

### 2.2 Possession of Site

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed, NGC shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with the program referred to in Clause 35 of General Conditions of Contract and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance- with the said programmer or proposals (as the case may be). If the Contractor suffers delay or incurs expense from failure on the part of Employer to give possession in accordance with the terms of this Clause the Employer shall grant an extension of time for the completion of the Work and certify such sum as, in his opinion, shall be fair to cover the expense incurred which sum shall be paid by NGC.

### 2.3 Location of Site

The site for WORK is located at various districts of Punjab like Multan, Rahim Yar Khan.

## 3. Material And Workmanship

### 3.1. Material and Workmanship

a) All materials, manufacture, testing and workmanship of material and Work, shall comply with the requirements of the Contract Documents. Material, Work or parts which are not covered by the Specifications given herein, shall comply with the applicable standards, rules, codes and regulations of the Internationally approved standardizing bodies as indicated in these Contract Documents.

b) The intent of these Specifications is that the materials and workmanship of Works under this Contract should be equal to or superior than those actually described herein. Reference to a brand or manufacture, if made, is only for the sake of comparison as to type, design, character or quality of the Goods or parts and materials/works described and not be interpreted as eliminating other Goods and materials/works of equal performance, quality and durability.

c) In choosing materials and their finishes due regard shall be given to the conditions prevailing at Site.

d) All matters relating as to the acceptability or otherwise of the Goods, Works and materials offered under this Contract shall be decided by the Employer whose decision shall be final.

### 3.2. Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All Goods, materials/works, fittings, accessories, apparatus, labour or services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer, are usual or necessary for the satisfactory completion of the Works shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGC.

## 4. Work By Contractor (Scope)

### 4.1. Scope of Work

The scope of the work to be executed under this Contract comprises of but not limited to following: **ELECTRICAL WELDING OF TOWER NUT, BOLT & APPLICATION OF ANTI RUST PAINT UP TO 08 METER ON 500KV RAHIM YAR KHAN-MULTAN TRANSMISSION LINE** in accordance with the Contract Documents, BOQ and drawings.

a) For all kinds of civil works, the Contractor shall follow specifications/drawings revised, up to date referred in the bidding documents of this tender but not limited to it.

b) Any other work not mentioned above but deemed necessary by the contractor or Employer for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.

c) Design (civil works) of the project is not a part of the scope. As such all the relevant civil work, drawings have been made a part of the bidding document. Any drawing missing will be provided to the successful bidder on if and when required basis.

d) The quantities mentioned in the BOQ are estimated quantities and are to be used for bid evaluation purpose only. The actual quantities can vary depending upon the approved design and requirements. However, the unit rates for material and services quoted in the offer shall remain firm and final.

# Section-VII
# SPECIFICATIONS - TECHNICAL PROVISIONS

**Welding of Nuts & Bolts**

All accessible nut and bolt connections of transmission line towers covered under the Contract shall be welded at the specified heights mentioned in the BOQ and Scope of Work. Welding shall be carried out in accordance with approved engineering practices and to the satisfaction of the Engineer Incharge.

Prior to welding, all surfaces shall be properly cleaned from rust, dust, grease, paint, or any foreign material to ensure sound welding quality. Care shall be taken to avoid damage to tower members and existing galvanization during execution of the work. After completion of welding, all welded portions/joints shall be properly cleaned and coated with approved anti-rust zinc rich paint/cold galvanized paint having minimum 90% zinc content or equivalent approved by the Engineer Incharge. A minimum of two coats of paint shall be applied on all welded areas to provide adequate corrosion protection.

The contractor shall arrange all required welding machines, electrodes, tools, safety equipment, consumables, labor, transportation, and other allied material necessary for satisfactory completion of the work. The rates quoted by the bidder shall be deemed to include the cost of welding, surface preparation, application of anti-rust paint, labor, equipment, and all incidental charges required for completion of the work.

# NATIONAL GRID COMPANY OF PAKISTAN LIMITED
# (NGCP)

# REVISED SOP FOR BLACKLISTING

**(As on 25.02.2019)**

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# CHAPTER NO.1

## 1.1 INTRODUCTION

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

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

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

*"The procuring agencies shall specify a mechanism and manner to permanently or temporarily bar, from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority: Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard."*

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

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

## 1.2 EXTENT OF APPLICATION

i. The procedure shall be applicable and remain in force, along with any amendments thereto, within NGCP until any clear instructions or guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.

ii. The procedure shall also be applicable on the pre-qualified firms.

iii. The procedure shall be applicable on any "Person", which for the purposes of this SOP shall *interalia* include suppliers, bidders, contractors, consultants, firms, individuals, and organizations transacting business with NGCP.

iv. Wherever any provision of this SOP shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of such applicable guidelines, laws, or rules shall prevail.

v. This SOP shall become a part of the future Bidding Documents and the person(s) will submit an Undertaking along-with his bid that he has read

and accepts the provisions of this SOP. Non-submission of an Undertaking may result in rejection of his bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

# CHAPTER NO. 2

## 2. REASONS OF BLACKLISTING

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

*2.1.1 Pre- Award Stage:*

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

i. Indulging in Corrupt, Fraudulent as well as Collusive practices.

ii. Submission of false and spurious documents, making false statements, making frivolous complaints and allegations to gain undue advantage. iii. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature.

iv. Submission of false bid security or infringement of documents to get undue monetary or any other benefit.

v. Breach of confidentiality of evaluation process as mentioned in Appendix-1 based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.

*2.1.2 Post- Award Stage:*

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

i. Extraordinary delay in signing or refusal to accept the Notification of Award and/or the contract without any cogent reason.

ii. Misconduct, i.e., failure to proceed with the signed contract, withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frustrating the evaluation/bidding process and not responding to written communication in a reasonable time.

iii. Causes mentioned in Clause 2.1.1 (i, ii & iii) above.

iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment Guarantee etc.

v. Non-satisfactory performance as mentioned in Appendix-2 during the execution of the contract.

vi. Non-performance or Breach of provisions / clauses of the contract agreements.

vii. Notwithstanding the warranty/defect liability period, any defect in a product, equipment, plant, facility or services rendered that may subsequently surface during field operations within 5 years of its commissioning.

viii. Failure to honour obligations within warranty period or defect liability period as defined in the contract.

*2.1.3 Other Causes*

i. The person is blacklisted by any Government department in Pakistan, or it is established that the firm is involved in any kind of corruption or corrupt practices anywhere in the world.

ii. Violations of provisions / instructions set down in the Bidding Documents. iii. Any attempt / activity to malign or bring NGCP into disrepute and harm its interest(s).

iv. Person(s) blacklisted by International Financial Institutions (donor agencies) will be liable to be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.

v. Any other cause deemed just and appropriate by NGCP in the given circumstances.

**Note:**

(1) If above mentioned causes occur either on part of the principal bidder or the local agent, both shall be considered for blacklisting / debarment.

(2) The authorization of the foreign bidder to local agent shall contain his complete particulars including the name of the company, name of the owner, National Tax number (NTN), CNIC (Computerized National Identity Card) No. etc. In case, the said information is found to be missing, even after calling for the same within a reasonable time, the authority letter shall not be accepted.

(3) The Bidding Documents shall be issued against original authority letter or in case of scanned copy, the email of the foreign bidder shall be enclosed. However, at the time of bidding, the original authority letter shall be attached with the bid. In the absence of the same, the bid shall be rejected.

# CHAPTER NO. 3

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

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

- General Manager (Performance Assessment) NGCP — Convener
- Chief Engineer (Reliability Compliance) NGCP — Member
- Representative of the Chief Law Officer's Office — Member

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

# CHAPTER NO. 4

## 4.1 PROCEDURE FOR BLACKLISTING

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

## 4.2 INITIATION OF AN ACTION

(i) Within a period of 15 days after receiving the recommendations of Blacklisting / Debarment from the concerned Project Authority, the Convener of the Committee shall issue a Show Cause Notice ("**Notice**") thereby informing the Person about the alleged charges and shall provide an opportunity to the defend said charges within a time period of 15 (fifteen) days.

(ii) The person(s) shall be accorded adequate opportunity of hearing in order to defend the charges within the given timelines.

(iii) The Notice to the Person shall be sent at the mailing/postal address as provided under the Contract or any other address provided by way of subsequent written communication by the Person The non-receipt of the Notice due to incorrect / change in mailing address without any written communication shall not be attributable to NGCP. In case of non-receipt of any reply from the accused person within the formulated time, but not less than the time given in 4.2 (i) above, the Committee shall have the right to proceed on Ex-parte basis.

## 4.3 DECISION

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

## 4.4 COMMUNICATION OF DECISION

After recommendation for blacklisting by "NGCP/NTDC's Rights Protection Committee **(RPC)**", the person concerned shall be informed within 10 days of

such decision. The decision of the Committee will be notified on NGCP's and PPRA's websites and shall also be conveyed to Pakistan Engineering Council. Blacklisting of firms shall also be conveyed by circular to other Government Departments. All other relevant procuring agencies including PEPCO, DISCOs, and WAPDA, etc., will also be informed simultaneously.

## 4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(i) The Blacklisting on the grounds and reasons specified herein above in Chapter No. 2 shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years, except in cases where debarment/blacklisting has been done by any other government department or an International Financial Institution (Donor Agency).

(ii) In case the person has been blacklisted by the government department or the International Financial Institution (donor agency), the period of blacklisting/debarment shall be for a maximum period of 3 years or the time period for which the concerned government department/International Financial Institution (Donor Agency) debarred the contractor (whichever is higher).

## 4.6 ACTION AFTER PERSONS ARE PLACED ON BLACKLISTING LIST.

i. The decision of blacklisting will be immediately circulated to all concerned as mentioned at Clause 4.4 above.

ii. In case of a contract already awarded to a person which has been blacklisted and termination is either not possible or not feasible, the concerned Project Authority may proceed in this case to complete the contract with the approval of Competent Authority.

iii. The blacklisted person shall stand disqualified from bidding from the date of decision against them. Any pending bids shall also stand rejected. If a contract has already been awarded to person, it shall be voidable at the option of NGCP 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 NGCP.

# APPENDIX-1

## PROCESS TO DEAL WITH FRIVOLOUS COMPLAINTS

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

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

i. Anonymous complaints shall not be entertained.

ii. The Procuring Agency reserves the right to call for an affidavit from the complainant verifying the truthfulness and correctness of the contents of the complaint.

iii. The notice of displeasure and explanation will be immediately sent to those persons who lodge frivolous complaint(s) during the evaluation process.

iii (a) If the person itself or through its agent or any third party does not refrain from making frivolous complaints in the same tender or any other tender, an official warning will be sent and their case may be sent to "NGCP's Rights Protection Committee" which may analyse the situation and suggest action including the rejection of the bid of the complainant. However, Project Authority may reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.

iii (b) If the same person itself or through its agent or any third party lodges a frivolous complaint in another tender floating in parallel before decision of the Grievance Committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for a minimum period of six months under intimation to the Grievance Committee and MD NGCP.

iv. In order to monitor the record of the persons, a data base will be maintained at NGCP's website and the offices of the project authorities regarding such persons who consistently lodge frivolous complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

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

# APPENDIX-2

## GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

i. After signing of the contract, the Project authority (or the Consultant / Engineer) must monitor and evaluate the Contractor's performance, that is, whether the Contractor is fulfilling his obligations based on the terms of the contract and plans that were developed and agreed upon with the Project authority at the time of signing of contract or during kick-off meetings..

ii. Though the performance evaluation of any person is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, nevertheless, a person's Performance Evaluation Report may be prepared for the consumption and benefit of the procuring agency or for any other purpose at the completion of the project, as the case may be.

iii. The performance evaluation report shall be prepared for all contracts of more than Rs. 100 million. When based on the Evaluation Report, the performance of a person is non-satisfactory, the procuring agency may initiate the case for blacklisting of the person in accordance with the terms of this SOP. For the avoidance of doubt, consistent failure to provide satisfactory performance shall also include performances in a single or multiple contracts executed or being executed by the same person, as the case may be.

iv. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders. The procuring agency shall be the sole judge to determine the projects of vital or critical importance.

v. In case of ordinary delay in performance in 2 consecutive contracts within a period of 3 years, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders.

The proceedings under this SOP shall not prejudice any other rights and/or remedies available to the procuring agency under the contract documents and/or any other law in force.