# Standard Bidding Document

## Providing & Laying RCC Trench covers in 132/200/500kV Switch yard at 500kV Grid station NGC, Yousafwala. (FO/CIVIL/FSD/01-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Providing & Laying RCC Trench covers in 132/200/500kV Switch yard at 500kV Grid station NGC, Yousafwala. (FO/CIVIL/FSD/01-2026-27)**" with the reference of "**P206286**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Providing & Laying RCC Trench covers in 132/200/500kV Switch yard at 500kV Grid station NGC, Yousafwala. (FO/CIVIL/FSD/01-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/206286** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

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

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

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

## 2. **Source of Funds**

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

## 3. **Eligible Bidders**

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

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

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

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

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

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

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

3.3.2. have controlling shareholders in common; or

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

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

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

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

3.4. A Bidder may be ineligible if –

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

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

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

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

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

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

4. **Eligible Material and Equipment**

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

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

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

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

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

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

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

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

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

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

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

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

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

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

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

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

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

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

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

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

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

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

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

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

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

## 11. **Letter of Bid and Schedules**

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

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

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

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

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

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

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

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

13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

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

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

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

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

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

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

16.2.2. A cashier's or certified cheque; or

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

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

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

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

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

16.7. The successful bidder’s Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

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

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

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

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

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

18. **Format and Signing of Bid**

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

## D. SUBMISSION OF BIDS

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

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

21. **Deadline for Submission of Bids**

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

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

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

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

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

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

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

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

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

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

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

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

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

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

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

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

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

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

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

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

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

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

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

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

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

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

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

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

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

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

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

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

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

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

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

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

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

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

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

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

Explanation:

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

31. **Domestic Preference**

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

## 32. **Determination of Successful Bid**

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

## 33. **Qualification of Bidder**

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

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to **ITB 10**.

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

## 34. **Sub-Contractors**

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

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

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

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

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

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

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

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

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

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

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

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

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

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

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

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

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

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

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

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

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

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

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

42. **Advance Payment**

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

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

43. **General Performance of the Bidders**

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

44. **Corrupt & Fraudulent Practices**

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

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

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# Bid Data Sheet

# Bids Data Sheet (BDS)

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

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Providing & Laying RCC Trench covers in 132/200/500kV Switch yard at 500kV Grid station NGC, Yousafwala. (FO/CIVIL/FSD/01-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P206286** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500 KV Grid station Gatti, Faisalabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

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

## G. Review of Procurement Decisions

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

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
|---|
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
|---|---|
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) FOR 10 MILLION ABOVE | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts worth at least Rs. 14.784 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 7.392 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 3.696 Million plus 25% of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts worth at least Rs. 14.784 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 7.392 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 3.696 Million plus 25% of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Providing & Laying RCC Trench covers in 132/200/500kV Switch yard at 500kV Grid station NGC, Yousafwala. | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 175 Days<br>Quantity: 1/job | 1/job | 450000 PKR |

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# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Providing & Laying RCC Trench covers in 132/200/500kV Switch yard at 500kV Grid station NGC, Yousafwala.

**Specifications / Requirements:**

| Sr. No | Ref No | Description | Unit | Qty | Rate | Specifications | Amount |
|---|---|---|---|---|---|---|---|

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Providing and laying of precast RCC trench covers of any size with 63mm thick (IZHAR OR Equivalent Company) i/c Testing, loading, unloading,but exclusive of carriage complete in all respect as per approved design. | Sqm | 2761.24 | 4780.186 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 13199240.79064 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Carriage of 3.00 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate, spawal, coal, lime, surkhi, steel, girder, M.S Bars etc or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means Lead upto 181 Km Lahore to Yousafwala. | Cum | 157.8 | 7776.814 | -do- | 1227181.2492 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Removing and stacking within 30m. | Cum | 175.34 | 156.4724 | -do- | 27435.870616 |
| 4 | 4 | Loading or unloading earth, sand, silt, shingle, surkhi, ashes, kankar, brickes blast, coal and lime etc laid/piled and stocked, lead within 30m | Cum | 350.68 | 295.3128 | -do- | 103560.292704 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5 | 5 | Carriage of 3.00 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate, spawal, coal, lime, surkhi, steel, girder, M.S Bars etc or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means Lead upto 05 Km. | Cum | 175.377 | 559.6304 | -do- | 98146.3006608 |
| 6 | 6 | Removing cement Plaster | Sqm | 181.16 | 79.7616 | -do- | 14449.611456 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Cement plaster upto 1st floor height 13mm thick. | Sqm | 181.16 | 631.1908 | -do- | 114346.525328 |
| | | | | | | GRAND TOTAL: | Rs14,784,360.64 |

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# Scope of Work

Providing & Laying RCC Trench covers in 132/200/500kV Switch yard at 500kV Grid station NGC, Yousafwala.

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# Price Schedule

### For Individual Jobs

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

### For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

5.2. A {DOCUMENTS}

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

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

13.1. **Definition**

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

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

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

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

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

14. **Termination**

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

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

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

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

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

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

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

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

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

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

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

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

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

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

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

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

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

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

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

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

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

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

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

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

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

18.1.2. changing the Program of activities; and

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

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

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

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

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

# D. Contractor's Personnel

23. **Description of Personnel**

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

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

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

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

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

## E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

## F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

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

29.2. A {INSPECTION}

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

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

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

***Number of GC Clause***

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

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Providing & Laying RCC Trench covers in 132/200/500kV Switch yard at 500kV Grid station NGC, Yousafwala. (FO/CIVIL/FSD/01-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

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

**Number of GC Clause 3**

**Language:**

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

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

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

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

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

**Number of GC Clause 8**

**Commencement of Contract:**

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

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

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

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

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

**Number of GC Clause 28**

**Payment terms:**

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

**Number of GC Clause 29**

**Identifying Defects:**

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

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

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

Bid No.:***P206286***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

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

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

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

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

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

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Providing & Laying RCC Trench covers in 132/200/500kV Switch yard at 500kV Grid station NGC, Yousafwala. (FO/CIVIL/FSD/01-2026-27) (*P206286*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

# Integrity Pact

# Integrity Pact

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

**Contract** Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

# Performance Guarantee Form

Integrity Pact

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

**Contract** Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 80)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 84)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 85)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 86)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 88)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 89)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 91)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

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

**Contractor' Representative and Key Personnel**

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

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

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

| **Name of Bidder** |
|---|
| |

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

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

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

**Declaration**

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

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

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

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

(a) be taken into consideration during Bid evaluation;

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

(c) result in my dismissal from the contract.

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

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

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

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

# Past Experience / Contracts

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
|---|---|---|---|
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

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

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

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Toba Teksingh.(FO/CIVIL/FSD/02-2026-27) (Works)

National

Single Stage-One Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Toba Teksingh.(FO/CIVIL/FSD/02-2026-27)**" with the reference of "**P206826**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Toba Teksingh.(FO/CIVIL/FSD/02-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/206826** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

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

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

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

## 2. **Source of Funds**

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

## 3. **Eligible Bidders**

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

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

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

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

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

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

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

3.3.2. have controlling shareholders in common; or

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

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

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

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

3.4. A Bidder may be ineligible if –

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

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

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

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

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

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

4. **Eligible Material and Equipment**

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

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

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

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

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

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

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

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

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

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

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

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

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

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

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

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

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

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

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

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

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

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

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

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

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

## 11. **Letter of Bid and Schedules**

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

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

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

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

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

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

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

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

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

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

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

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

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

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

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

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

16.2.2. A cashier's or certified cheque; or

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

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

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

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

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

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

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

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

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

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

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

18. **Format and Signing of Bid**

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

## D. SUBMISSION OF BIDS

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

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

21. **Deadline for Submission of Bids**

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

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

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

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

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

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

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

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

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

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

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

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

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

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

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

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

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

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

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

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

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

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

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

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

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

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

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

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

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

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

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

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

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

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

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

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

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

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

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

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

Explanation:

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

31. **Domestic Preference**

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

## 32. **Determination of Successful Bid**

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

## 33. **Qualification of Bidder**

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

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to **ITB 10**.

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

## 34. **Sub-Contractors**

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

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

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

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

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

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

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

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

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

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

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

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

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

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

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

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

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

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

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

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

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

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

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

42. **Advance Payment**

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

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

43. **General Performance of the Bidders**

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

44. **Corrupt & Fraudulent Practices**

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

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

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# Bid Data Sheet

# Bids Data Sheet (BDS)

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

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Toba Teksingh.(FO/CIVIL/FSD/02-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P206826** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid station Gatti, Faisalabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |
| C. Preparation of Bids | | |
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br>Day *:* ***Tuesday***<br>Date:***December 08, 2026***<br>Time *:* ***11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

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

## G. Review of Procurement Decisions

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

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 9.992 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 4.996 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 2.498 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 9.992 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 4.996 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 2.498 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Re-Carpeting of road Main Gate to Control House Building at 220KV Grid station NGC, Toba Teksingh. | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 300000 PKR |

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# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Re-Carpeting of road Main Gate to Control House Building at 220KV Grid station NGC, Toba Teksingh.

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Scarifing old road surface including removal of debris with in 30 m | Cum | 77.80200487059 | 556.51681152 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 43298.123680444 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Excavation in open cutting upto 1.5 m depth for storm water channels, drains, salluge drain in open areas, roads, streets, lanes inc iding under pinning of walls and shoring to protect existing works, shuttering and timbering to trenches, dressing sides to true alignment, shape, dimensions and level to | Cum | 117.06 | 568.67373216 | -do- | 66568.94708665 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Base course of machine crushed stone aggregate as specified | Cum | 1.7 | 7365.32623488 | -do- | 12521.054599296 |
| 4 | 4 | Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. Ratio 1:4:8 | Cum | 35.4 | 16256.82128064 | -do- | 575491.47333466 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 5 | 5 | Tack coat using 0.7 KG of Bitumen per sqm. | Sqm | 2042.750929368 | 238.50244032 | -do- | 487201.08162022 |
| 6 | 6 | Plant mixed bituminous capret i/c compaction and finising to required chamber grade & density 50mm Thick. | Sqm | 2042.750929368 | 3420.8640816 | -do- | 6987973.2819301 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Carriage of 3.0 CUM or 5 metric Tons of all Material like earth, silt, sand, stone aggregate, spawl, coal, lime, surkhi, sheet, M.S bars etc or 4.25 CUM of timber of 3.75 metric tons of fuel wood by truck or any other means. Lead 4km. | Cum | 77.80200487059 | 462.99690624 | -do- | 36022.087554352 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 8 | 8 | Providing placing in position kerb stones 300mm x450mmx 150mm (From Izhar or equivelent) of minimum 3000PSI strength including hunching (if required) complete in all respect. | Meter | 888.75342883267 | 951.2 | -do- | 845382.26150564 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Providing and fixing of double sided reflective cat eyes for roads. (3M or equivelent). | Each | 70 | 446.6 | -do- | 31262 |
| 10 | 10 | Painting Traffic Lanes 5'' wide (125mm) with hermorplastic (TP) paint including glass beads, complete in all respects (Burger Paints) | Meter | 2756 | 172.84 | -do- | 476347.04 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 11 | 11 | Providing and Fixing of sign boards of 2" dia G.I vertical Pipes, 16 SWG G.I sheet complete with writing with reflactive tape (Diamond) complete in all respects. | Each | 6 | 19893.6583104 | -do- | 119361.9498624 |
| 12 | 12 | 2 coats of chlorinated rubber paint i/c primary coat on kerb stone and barrier. | Sqm | 384.20074349442 | 809.68 | -do- | 311079.65799257 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| | | | | | | GRAND TOTAL: | Rs9,992,508.96 |

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# Scope of Work

Re-Carpeting of road Main Gate to Control House Building at 220KV Grid station NGC, Toba Teksingh.

# Price Schedule

### For Individual Jobs

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

### For Lots

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

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# General Conditions of Contract

# A. General

## 1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

5.2. A {DOCUMENTS}

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

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

13.1. **Definition**

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

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

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

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

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

14. **Termination**

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

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

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

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

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

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

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

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

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

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

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

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

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

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

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

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

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

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

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

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

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

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

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

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

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

18.1.2. changing the Program of activities; and

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

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

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

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

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

# D. Contractor's Personnel

23. **Description of Personnel**

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

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

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

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

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

## E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

## F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

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

29.2. A {INSPECTION}

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

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

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

***Number of GC Clause***

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

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Toba Teksingh.(FO/CIVIL/FSD/02-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

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

**Number of GC Clause 3**

**Language:**

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

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

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

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

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

**Number of GC Clause 8**

**Commencement of Contract:**

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

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

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

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

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

**Number of GC Clause 28**

**Payment terms:**

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

**Number of GC Clause 29**

**Identifying Defects:**

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

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

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# Bid Securing Declaration

# Form 9: Bid Securing Declaration

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

Bid No.:***P206826***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

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

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

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

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

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

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Toba Teksingh.(FO/CIVIL/FSD/02-2026-27) (*P206826*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

# Integrity Pact

Integrity Pact

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

**Contract** Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

# Performance Guarantee Form

Integrity Pact

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

**Contract** Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 83)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 87)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 88)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 89)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 91)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 92)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 94)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

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

**Contractor' Representative and Key Personnel**

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

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

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

| **Name of Bidder** |
|---|
| |

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

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

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

**Declaration**

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

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

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

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

(a) be taken into consideration during Bid evaluation;

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

(c) result in my dismissal from the contract.

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

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

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

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

# Past Experience / Contracts

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

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

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

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

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

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Ludewala, sargodha.(FO/CIVIL/FSD/03-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Ludewala, sargodha.(FO/CIVIL/FSD/03-2026-27)**" with the reference of "**P206931**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Ludewala, sargodha.(FO/CIVIL/FSD/03-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/206931** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

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

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

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

## 2. **Source of Funds**

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

## 3. **Eligible Bidders**

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

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

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

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

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

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

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

3.3.2. have controlling shareholders in common; or

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

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

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

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

3.4. A Bidder may be ineligible if –

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

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

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

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

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

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

4. **Eligible Material and Equipment**

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

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

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

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

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

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

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

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

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

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

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

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

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

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

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

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

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

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

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

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

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

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

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

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

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

## 11. **Letter of Bid and Schedules**

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

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

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

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

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

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

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

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

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

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

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

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

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

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

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

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

16.2.2. A cashier's or certified cheque; or

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

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

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

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

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

16.7. The successful bidder’s Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

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

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

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

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

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

18. **Format and Signing of Bid**

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

## D. SUBMISSION OF BIDS

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

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

21. **Deadline for Submission of Bids**

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

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

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

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

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

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

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

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

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

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

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

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

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

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

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

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

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

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

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

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

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

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

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

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

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

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

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

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

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

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

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

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

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

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

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

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

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

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

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

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

Explanation:

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

31. **Domestic Preference**

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

## 32. **Determination of Successful Bid**

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

## 33. **Qualification of Bidder**

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

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to **ITB 10**.

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

## 34. **Sub-Contractors**

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

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

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

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

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

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

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

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

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

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

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

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

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

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

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

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

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

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

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

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

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

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

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

42. **Advance Payment**

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

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

43. **General Performance of the Bidders**

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

44. **Corrupt & Fraudulent Practices**

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

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

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# Bid Data Sheet

# Bids Data Sheet (BDS)

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

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Ludewala, sargodha.(FO/CIVIL/FSD/03-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P206931** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid Station Gatti, Faisalabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br>Day *:* ***Tuesday***<br>Date:***December 08, 2026***<br>Time *:* ***11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

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

## G. Review of Procurement Decisions

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

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 15.920 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 7.960 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 3.98 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

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# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
| --- |
| 100 |

| Technical Marks | 100 |
| --- | --- |
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 15.920 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 7.960 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 3.98 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Re-Carpeting of Road from Main Gate to Control House Building at 220KV Grid station NGC, Ludewala, sargodha. | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 500000 PKR |

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Re-Carpeting of Road from Main Gate to Control House Building at 220KV Grid station NGC, Ludewala, sargodha.

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Earth work Excavation in open cutting upto 1.5M depth | Cum | 88.145 | 543.24258816 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 47884.117933363 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. Ratio 1:4:8 | Cum | 29.15 | 12856.902456 | -do- | 374778.7065924 |
| 3 | 3 | Providing & Placing in position kerb stone 300mmx450mmx150mm (from Izhar or equivalent) of minimum 3000 psi strength in cluding hunching (if required) complete in all respects. | Meter | 1270.02 | 951.2 | -do- | 1208043.024 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 4 | 4 | Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. Ratio 1:3:6 | Cum | 2.646 | 14913.12301248 | -do- | 39460.123491022 |
| 5 | 5 | P/L into trenches, jointing and testing PVC class D pipe line 100mm dia | Meter | 76.9 | 2762.75610336 | -do- | 212455.94434838 |
| 6 | 6 | Earth work in all types of soils except rock for embankment | Cum | 468.7 | 1655.50910784 | -do- | 775937.11884461 |
| 7 | 7 | 2 coats of chlorinated rubber paint i/c primary coat on kerb stone and barrier. | Sqm | 356.27 | 809.68 | -do- | 288464.6936 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 8 | 8 | Scarifying old road Surface including removal of debris within 30m. | Cum | 75.37 | 531.78606624 | -do- | 40080.715812509 |
| 9 | 9 | Base course of machine crushed aggregate | Cum | 6 | 6767.6860128 | -do- | 40606.1160768 |
| 10 | 10 | Tack coat using 0.70 kg of bitumen per sqm | Sqm | 3016.18 | 284.17844256 | -do- | 857133.33488062 |
| 11 | 11 | Plant mixed bitumen carpet including comapcting and finishing to required camber, Grade and density. 50mm thick | Sqm | 3016.18 | 3840.78646656 | -do- | 11584503.324709 |
| 12 | 12 | Painting Traffic Lanes 5'' wide (125mm) with hermorplastic (TP) paint including glass beads, complete in all respects. | Meter | 1379.82 | 172.84 | -do- | 238488.0888 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 13 | 13 | Providing & fixing double sided reflective cat eyes board (3M or equivalent) | Each | 226 | 446.6 | -do- | 100931.6 |
| 14 | 14 | Providing and Fixing of sign boards of 2" dia G.I vertical Pipes, 16 SWG G.I sheet complete with writing with reflactive tape (Diamond) complete in all respects. | Each | 4 | 19254.86132544 | -do- | 77019.44530176 |
| 15 | 15 | Carriage of 3.00 cum/5 metric tons of all materials Lead up to 4Km | per Cum | 75.37 | 463.39713408 | -do- | 34926.24199561 |
| | | | | | | GRAND TOTAL: | Rs15,920,712.60 |

# Scope of Work

Re-Carpeting of Road from Main Gate to Control House Building at 220KV Grid station NGC, Ludewala, sargodha.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

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

### For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

5.2. A {DOCUMENTS}

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

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

13.1. **Definition**

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

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

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

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

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

14. **Termination**

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

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

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

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

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

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

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

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

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

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

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

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

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

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

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

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

16.3. **Prohibition of Conflicting Activities**

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

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

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

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

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

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

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

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

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

18.1.2. changing the Program of activities; and

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

19. **Reporting Obligations**

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

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

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

20.2. **Correction for Over-payment**

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

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

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

# D. Contractor's Personnel

23. **Description of Personnel**

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

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

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

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

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

## E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

## F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

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

29.2. A {INSPECTION}

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

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

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

***Number of GC Clause***

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

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Ludewala, sargodha.(FO/CIVIL/FSD/03-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

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

**Number of GC Clause 3**

**Language:**

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

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

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

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

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

**Number of GC Clause 8**

**Commencement of Contract:**

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

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

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

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

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

**Number of GC Clause 28**

**Payment terms:**

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

**Number of GC Clause 29**

**Identifying Defects:**

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

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

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

Bid No.:***P206931***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

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

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

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

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

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

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Re-Carpeting of Road Main Gate to Control House Building at 220KV Grid station NGC, Ludewala, sargodha.(FO/CIVIL/FSD/03-2026-27) (*P206931*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 79)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 83)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 84)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 85)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 87)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 88)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 90)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
|---|---|---|---|
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Repair & Maintenance of Control Room and allied building at 220kV Grid Station NGC Nishatabad, Faisalabad.(FO/CIVIL/FSD/04-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Repair & Maintenance of Control Room and allied building at 220kV Grid Station NGC Nishatabad, Faisalabad.(FO/CIVIL/FSD/04-2026-27)**" with the reference of "**P206946**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Repair & Maintenance of Control Room and allied building at 220kV Grid Station NGC Nishatabad, Faisalabad.(FO/CIVIL/FSD/04-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/206946** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder’s Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Repair & Maintenance of Control Room and allied building at 220kV Grid Station NGC Nishatabad, Faisalabad.(FO/CIVIL/FSD/04-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P206946** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid station Gatti, Faisalabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *:* ***Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *:* ***11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 9.490 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 4.745 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 2.372 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

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# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 9.490 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 4.745 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 2.372 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Repair & Maintenance of Control House and allied buildings at 220kV Grid Station NGC Nishatabad, Faisalabad. | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 300000 PKR |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Repair & Maintenance of Control House and allied buildings at 220kV Grid Station NGC Nishatabad, Faisalabad.

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Removing cement plaster. | Sqm | 69.05 | 79.76 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 5507.43 |
| 2 | 2 | Cement Plaster (1:4) 13 mm thick | Sqm | 340.71 | 631.19 | -do- | 215052.74 |
| 3 | 3 | Dismantling cement concrete plain 1:2:4 | Cum | 34.43 | 7171.92 | -do- | 246929.21 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 4 | 4 | Brick work other than building including striking of joints upto 3.0m hight in cement sand mortor ratio 1:4 | Cum | 21.75 | 20798.74 | -do- | 452372.6 |
| 5 | 5 | Providing laying into tranches, jointing and testing PVC class B pipeline with special for internal dia 100mm | Meter | 42.67 | 2770.91 | -do- | 118234.73 |
| 6 | 6 | Gully trap 100mm diameter of cement concret (including 305mm*305mm masonary chamber and C.I. grating 150mm*150mm) | Each | 6 | 6415.6 | -do- | 38493.6 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Cement concrete plain including placing compating finishing and curing complete (including screening and washing of stone aggregare) without shuttering d) 1:4:8 | Cum | 1.82 | 16256.82 | -do- | 29587.41 |
| 8 | 8 | Cement concrete plain including placing compating finishing and curing complete (including screening and washing of stone aggregare) without shuttering b) 1:2:4 | Cum | 41.58 | 20451.78 | -do- | 850385.01 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 9 | 9 | P & Fixing White glazed earthen ware water closet squatting type domestic indian pattern of best quality, S-Trap 102mm diameter china-ware (Pakistan made), C.P tee stop cocks 13mm dia, connection PVC, PVC flushing bend 32mm dia, PVC flushing pipe 32mm dia, low level flushing cistren 13.5litres white glazed earthen ware capacity best quality. | Each | 4 | 17318.24 | -do- | 69272.96 |
| 10 | 10 | Providing and fixing C.P. bib tap 13mm dia. | Each | 8 | 1374.58 | -do- | 10996.64 |
| 11 | 11 | Glass strips for dividing the flooring into panels. 40mm | Meter | 1274.61 | 297.42 | -do- | 379094.51 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 12 | 12 | White glazed earthen ware water closet european type domestic of best quality | Each | 4 | 17227.87 | -do- | 68911.48 |
| 13 | 13 | Flooring comprising of glazed tiles 6mm thick laid in white cement mortar 1 :2 over 20mm thick cement mortar 1 :2 complete: b) coloured | Sqm | 19.34 | 6077.43 | -do- | 117537.5 |
| 14 | 14 | Glazed tiles dado 6mm thick jointed in white cement & laid over 1 :2 cement sand mortar 20mm thick including finishing: b) Coloured | Sqm | 66.24 | 6428.08 | -do- | 425796.02 |
| 15 | 15 | White glazed earthen ware wash hand basin domestic of supreme quality: b) 55/56 cm | Each | 4 | 3986.77 | -do- | 15947.08 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 16 | 16 | White glazed earthen ware pedestal for wash basin domestic of supreme quality. | Each | 4 | 3559.96 | -do- | 14239.84 |
| 17 | 17 | P/F, wash room accessories set including CP towel rail 600x20 mm, CP towel ring 150 mm 02 no, CP soap dishe, CP thumbler holder, CP toilet paper, paper holder, looking glass, shelves 500x125 mm, with CP brackets etc. complete in all respects (made Faisal, elegant, sleek model or equlient) | Each | 4 | 17720.16 | -do- | 70880.64 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 18 | 18 | Chromium plated shower 13mm complete with C.P. arm, 2 Nos. C.P. stop cock 1 No. C.P. bib cock & 1 No. C.P. shower. | Each | 4 | 9040.25 | -do- | 36161 |
| 19 | 19 | P/F of hand dryer for toilet as per approved quality of engineer incharge | Each | 4 | 9764.88 | -do- | 39059.52 |
| 20 | 20 | P/F, electric Geyser instant 15 ltr capacity cannon or equlient complete in all respects | Each | 2 | 27250.91 | -do- | 54501.82 |
| 21 | 21 | Removing doors, windows and frame. | Each | 6 | 855.39 | -do- | 5132.34 |
| 22 | 22 | P & Fixing PVC doors with frame JJ style complete in all respects | Sqm | 5.86 | 6817.32 | -do- | 39949.5 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 23 | 23 | Providing and fixing of exhaust fan 305mm(12inch) dia plastic body best quality(i.e royal,gfc,pak etc) | Each | 4 | 6622 | -do- | 26488 |
| 24 | 24 | False ceiling comprizing L and T section and board complete in all respect | Sqm | 189.23 | 2616.64 | -do- | 495146.79 |
| 25 | 25 | Cement pointing flush on floor(1:2) | Sqm | 636.97 | 488.09 | -do- | 310898.69 |
| 26 | 26 | P/F SMD round lights 24W complete in all respect(philips or equivalent) | Each | 20 | 3062.4 | -do- | 61248 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 27 | 27 | Wiring light or fan point with 1/1.13 mm (3/0.029) PVC insulated wire in 19.1 mm PVC Conduit 1.50 mm thick on surface complete with switch, ceiling rose/batten holder in etc. | point | 42 | 3654.31 | -do- | 153481.02 |
| 28 | 28 | P/F C.P. tee stop cocks a) 13mm | Each | 8 | 1351.37 | -do- | 10810.96 |
| 29 | 29 | Rubbing and Polishing old mosaic floor | Sqm | 274.02 | 505.7 | -do- | 138571.91 |
| 30 | 30 | Vinyle floor tiles laid with adhesive 300*300*5 mm size on firm foundation | Sqm | 122.57 | 3049.25 | -do- | 373746.57 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 31 | 31 | P/L, Jointing and testing and commissioining of PPRC 32mm dia water supply pipes & Specials inside building & trenches with internal diameter Made of (Dadex/Master/Popular) with PN-20 i/c cost of solvent, specials, Making Jharries complete in all respect | M | 54.86 | 559.12 | -do- | 30673.32 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 32 | 32 | P/L, Jointing and testing and commissioining of PPRC 25mm dia water supply pipes & Specials inside building & trenches with internal diameter Made of (Dadex/Master/Popular) with PN-20 i/c cost of solvent, specials, Making Jharries complete in all respect | M | 109.72 | 349.16 | -do- | 38309.84 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 33 | 33 | Fabrication, erection, fixing and installation of Car Shed of 3 ply fiber glass sheet with steel structure made of 18 gauge square tube 32 x 32 mm side bracing for sheet with MS flat 25 x 3 mm and 75 mm 0 16 gauge vertical post complete in all respect. | Sqm | 120.24 | 11433.33 | -do- | 1374743.6 |
| 34 | 34 | Dismantling cement concrete reinforced seperating reinforcement from concrete cleaning and straightening the same | Cum | 3.52 | 11735.35 | -do- | 41308.43 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 35 | 35 | Reinforced cement concrete work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of forms moulds; lifting shuttering, curing, rendering and finishing the exposed surface (including screening and washing of shingle). a) In-situ in roof slabs, beams, columns, rafts, lintels and other structural members complete in all respect. (1:2:4) | Cum | 3.52 | 40543.98 | -do- | 142714.81 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 36 | 36 | Supplying and fabrication of Intermediate grade deformed reinforcement for R.C.C. in slabs, beams, columns and pile caps, including cutting, bending laying in position including cost of binding wire; a. 40,000 psi (276 MPa) yield | KG | 352 | 457.03 | -do- | 160874.56 |
| 37 | 37 | Distempering Two coat over and including cost of priming coat. | Sqm | 2991.13 | 250.64 | -do- | 749696.82 |
| 38 | 38 | Scrapping ordinary distemper, oil bound distemper or paint on wall. | Sqm | 1495.57 | 150.25 | -do- | 224709.39 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 39 | 39 | Weather shield paint on painted/old surface two coat | Sqm | 2441.35 | 413.74 | -do- | 1010084.15 |
| 40 | 40 | Painting old surfaces: Painting guard bars, gates, iron bars, gratings, railing (including standard braces, etc.), and similar open work | Sqm | 10.42 | 368.08 | -do- | 3835.39 |
| 41 | 41 | Painting old surfaces: Painting door and windows any type | Sqm | 804.26 | 609.43 | -do- | 490140.17 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 42 | 42 | Providing and fixing stainless steel grill with tempered glass 8mm thick having 1.5x1.5 stainless steel square pipe of 18 SWG running at bottom and top at 3' height horizontally and vertical supports at every 3' distance complete in all respects. | Meter | 24.39881 | 13700.76 | -do- | 334282.24 |
| 43 | 43 | Stucco cement plaster 1:2:4 (cement sand & shingle) 50mm thick. | Sqm | 7.81 | 1944.62 | -do- | 15187.48 |
| | | | | | | GRAND TOTAL: | Rs9,490,995.72 |

# Scope of Work

Repair & Maintenance of Control House and allied buildings at 220kV Grid Station NGC Nishatabad, Faisalabad.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Repair & Maintenance of Control Room and allied building at 220kV Grid Station NGC Nishatabad, Faisalabad.(FO/CIVIL/FSD/04-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P206946***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Repair & Maintenance of Control Room and allied building at 220kV Grid Station NGC Nishatabad, Faisalabad.(FO/CIVIL/FSD/04-2026-27) (*P206946*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the

provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 90)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 94)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 95)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 96)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 98)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 99)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 101)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Repair & Maintenance of Colony Masjid AT 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/05-2026-27)
## (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Repair & Maintenance of Colony Masjid AT 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/05-2026-27)**" with the reference of "**P206958**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Repair & Maintenance of Colony Masjid AT 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/05-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/206958** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder’s Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| **A. Introduction** | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Repair & Maintenance of Colony Masjid AT 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/05-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P206958** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| **B. Bidding Documents** | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500KV Grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

| | | |
|---|---|---|
| **E. Opening and Evaluation of Bids** | | |
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *:* ***Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *:* ***11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |
| **F. Award of Contract** | | |
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |
| **G. Review of Procurement Decisions** | | |
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
|---|
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
|---|---|
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 7.247 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 3.623 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 1.811 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 7.247 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 3.623 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 1.811 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC Yousafwala. | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120Days<br>Quantity: 1/job | 1/job | 230000 PKR |

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC Yousafwala.

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Removing cement plaster | Sqm | 277.66 | 79.76 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 22146.16 |
| 2 | 2 | Dismantling cement cement concrete 1:2:4 | Cum | 1.7 | 7171.92 | -do- | 12192.26 |
| 3 | 3 | Dismantling dry brick masonary. | Cum | 5.06 | 553.82 | -do- | 2802.33 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 4 | 4 | Dismantling wall ornamental jali | Sqm | 2.57 | 978.41 | -do- | 2514.51 |
| 5 | 5 | Dismantling brick or concrete flooring | Cum | 135.22 | 168.81 | -do- | 22826.49 |
| 6 | 6 | Removing door, window and frame. | Each | 23 | 855.39 | -do- | 19673.97 |
| 7 | 7 | Scrapping ordinary distemper, oil bound distemper or paint on wall. | Sqm | 102.57 | 150.25 | -do- | 15411.14 |
| 8 | 8 | Carriage of 3.0Cum or 5 Metric ton of all material like earth, silt, sand, stone aggregate, spawl, coal, lime, surkhi, steel girder, M.S. sheet, M.S. bars, etc. or 4.25Cum of timber or 3.75 metric tons of fuel wood by truck or any other means. 2km | Cum | 28.24 | 407.48 | -do- | 11507.24 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Excavation in open cutting for sewer and manholes as shown in drawing, dressing to correct section and dimention according to template and levels and removing surface water in all type of soil shingle, gravel and rock. i) 0 to 2m depth | Cum | 12.83 | 572.73 | -do- | 7348.13 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 10 | 10 | Supplying and febrication of intermediate grade deformed reinforcement for RCC in slabs, beams columns and pile caps including cutting, bending laying in position including cost of binding wire. 40,000 Psi (276 Mpa) yield | Kg | 68.4 | 457.03 | -do- | 31260.85 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 11 | 11 | RCC work using course sand except the cost of steel reinforcement and its labour for bending and binding. This rate also include all kinds of forms moulds; lifting, shuttering, curing, randring and finishing the exposed surface (including screnning and washing of shingle) | Cum | 0.59 | 40543.98 | -do- | 23920.95 |
| 12 | 12 | Brick work other than building including striking of joints upto 3.0m height in cement sand mortar 1:6 | Cum | 4.49 | 20798.74 | -do- | 93386.34 |
| 13 | 13 | Brick work in ground floor including striking of joints in cement sand mortar 1:6 | Cum | 5.43 | 20710.07 | -do- | 112455.68 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 14 | 14 | Cement plaster 1:4 upto 1st floor height 20mm thick. | Sqm | 403.71 | 841.46 | -do- | 339705.82 |
| 15 | 15 | Providing and fixing Marble flooring Boticina 12mm thickness with minimum size of 1'x1' i/c polishing finishing complete in all respects. | Sqm | 205.91 | 4716.56 | -do- | 971186.87 |
| 16 | 16 | Providing and laying tuff paver having 7000psi crushing strength over 75mm thick sand bed to required camber and grade complete in all respect manufacturer (M/s Izhar pvt (Ltd) (Grey) | Sqm | 135.22 | 2705.12 | -do- | 365786.33 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 17 | 17 | Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. Ratio 1:2:4 | Cum | 0.44 | 20451.78 | -do- | 8998.78 |
| 18 | 18 | Flooring comprising of glazed tiles 6mm thick laid in white cement mortar 1:2 over 20mm thick cement mortar 1:2 complete: coloured. | Sqm | 9.108 | 6077.43 | -do- | 55353.23 |
| 19 | 19 | Glazed tiles dado 6mm thick jointed in white cement and laid over 1:2 cement sand mortar 20mm thick including finishing: white. | Sqm | 35.54 | 6110.26 | -do- | 217158.64 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 20 | 20 | Flooring comprising of first class Granite glazed tiles with 13mm thick white bond cement. | Sqm | 45.19 | 5971.62 | -do- | 269857.51 |
| 21 | 21 | Tiles skirting laid in 1:2 cement mortar over 20mm thick cement mortar 1:2 including cement washing and filling joints complete: (cement) | Sqm | 88.31 | 3313.44 | -do- | 292609.89 |
| 22 | 22 | P&Installation of saddle (GUTKA) 60x60x230mm in 1:2:4 concrete with angle iron 40x40x5mm, steel wire SWG18 and painting complete | Sqm | 376.9 | 4510.3 | -do- | 1699932.07 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 23 | 23 | P&F white glazed earthen ware water closet squatting type domestic indian pattern of best quality,S.Trap 102mm china-ware Pakistan Made, flushing cistren 13.5liters plastic,PVC flushing pipe 32mm dia, PVC flushing bend 32mm dia, C.P. tee stop cock 13mm dia. | Each | 2 | 16232.44 | -do- | 32464.88 |
| 24 | 24 | Providing laying into trenches, jointing and testing PVC class "B" (Popular, Master Or Dadex only) pipeline with special for | Meter | 13.11 | 2770.91 | -do- | 36326.63 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 25 | 25 | P&F Chromium plated shower 13mm complete with C.P. arm, 2 Nos. C.P. stop cock, 1No. C.P. Bib Cock & 1No. C.P. shower. | Each | 1 | 9040.25 | -do- | 9040.25 |
| 26 | 26 | Providing lowering & laying into trenches and jointing cement concrete reinforced pipeline to correct alignment & grade inculding cutting of pipes where necessary cost of jointing material & testing with internal diameter 225mm. | Meter | 21.94 | 2833.38 | -do- | 62164.36 |
| 27 | 27 | Filling watering and ramming earth under floor with surplus earth from foundation. | Cum | 8.55 | 342.78 | -do- | 2930.77 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 28 | 28 | P & F White glazed earthen ware wash hand basin with pedestal domestic of supreme quality 65cm, C.P. soap dishes, C.P. tooth brush holder with tooth paste dish, C.P towel rail 600mm x 20mm, Glass shelves 600mm x 125mm size with C.P railing, looking glass 550mm x 400mm size 1st quality (without frame), 2No. tee stop cock 13mmdia, C.P waste coupling 32mm, PVC waste pipe for wash hand basin 32mm dia, C.P mixing valves. | Each | 1 | 29725.91 | -do- | 29725.91 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 29 | 29 | P&F C.P. bib tap 13 mm dia. | Each | 4 | 1374.58 | -do- | 5498.32 |
| 30 | 30 | Providing and fixing of distribution board three phase 60 Amps, 400 volts 6 way per phase with 1-No incoming circuit breaker 60 Amps. 400 volts out-going circuit breaker S.P. 6-15 Amps. on prepared board. | Each | 1 | 72462.15 | -do- | 72462.15 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 31 | 31 | Wiring for light or fan point with 1/1.13 (3/0.029) PVC insulated wire in 19.1mm, 1.50mm thick PVC conduit recessed in the wall or column complete with switch plastic plate ceiling rose / batten holder. | Point | 26 | 3851.64 | -do- | 100142.64 |
| 32 | 32 | Wiring mains with 2-1/7/.085 (7/.036) PVC insulated wire in 25 mm PVC conduit recessed in the wall as required. | Each | 20 | 427.26 | -do- | 8545.2 |
| 33 | 33 | P/F water geyser 114 litres (25 gallons) capacity. | Each | 1 | 32476.14 | -do- | 32476.14 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 34 | 34 | Wiring 2 pin plug control point on board with 1/1.13 (3/0.029) PVC insulated wire in 19.1mm , 1.50 mm thick PVC conduit recessed in the wall etc. complete with switch and plug. | Each | 10 | 538.87 | -do- | 5388.7 |
| 35 | 35 | Providing & fixing surface type 3 pin 15 Amps S.P. Plug-socket and switch as replacement complete with board. | Each | 4 | 851.88 | -do- | 3407.52 |
| 36 | 36 | Providing & fixing / connecting flush type 2 pin 5 Amps S.P. Plug-socket on metal board recessed in the wall or column as replacement with plastic sheet. | Each | 4 | 238.75 | -do- | 955 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 37 | 37 | Patti fitting 24 SWG M.S sheet painted with white stone enamled paint complete with choke ECCO/EKKO 40W holder and tube light 40W. | Each | 10 | 1210.69 | -do- | 12106.9 |
| 38 | 38 | Providing and fixing of street light, 180W with approved frame, SPD and sensor arrangement, complete in all respects (Make AIWA or Equivalent) | Each | 4 | 25765.92 | -do- | 103063.68 |
| 39 | 39 | Wiring mains with 2-1/1.78/(7/.029) PVC insulated wire in 19.1 mm PVC conduit recessed in the wall as required. | Each | 100 | 305.51 | -do- | 30551 |
| 40 | 40 | P & F Dimmer For Fans. | Each | 9 | 346.86 | -do- | 3121.74 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 41 | 41 | Switch one way SP 5 amps. | Each | 30 | 58.37 | -do- | 1751.1 |
| 42 | 42 | Supply and erection of ceiling fan (GFC, Royal or Lahore Fan) best quality Pak made including wiring of down rod with 1/1.13 mm (3/0.029) PVC wire, fixing of regulator, blade, canopy etc. 1422 mm (56") sweep. | Each | 9 | 11086.74 | -do- | 99780.66 |
| 43 | 43 | Providing and fixing of 40Watt osaka ceiling indoor LED ECO Panel light 2'x2' complete in all respect. | Each | 8 | 6565.6 | -do- | 52524.8 |
| 44 | 44 | Providing and fixing of Exhaust fan 305mm dia metal body best quality (i.e Royal, GFC, Pak) | Each | 2 | 6612.43 | -do- | 13224.86 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 45 | 45 | Providing and fixing white opel glass globe 200mm (8"). | Each | 2 | 720.41 | -do- | 1440.82 |
| 46 | 46 | Providing, laying, jointing & testing and commissioning of PPRC water supply pipe made of (MasterDadex/Popular) with PN-20 i/c cost of solvent, specials, making jharries complete in alll respect as approved and directed by Engineer Incharge. (Outer dia 25mm) | Meter | 21.33 | 349.16 | -do- | 7447.58 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 47 | 47 | Providing, laying, jointing & testing and commissioning of PPRC water supply pipe made of (MasterDadex/Popular) with PN-20 i/c cost of solvent, specials, making jharries complete in alll respect as approved and directed by Engineer Incharge. (dia 50mm). | Meter | 9.14 | 1365.32 | -do- | 12479.02 |
| 48 | 48 | P & Fixing Chromium plated mixing valves (Faisal or Sonex) . | Each | 5 | 4319.86 | -do- | 21599.3 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 49 | 49 | Providing and fixing solid fiber glass panel door double ply with 01 No. door handle lock, hinges, 01 No. tower bolt/cleat and door handle complete in all respect. Deodar wood. Repair work | Sqm | 1.22 | 31427.89 | -do- | 38342.03 |
| 50 | 50 | Providing and fixing laminated board for wardrobe shutter complete in all respect. | Sqm | 7.81 | 7130.83 | -do- | 55691.78 |
| 51 | 51 | False ceiling comprising iron L & T Section and Gypsum Board complete in all respect DFB Sheet | Sqm | 38.61 | 2616.64 | -do- | 101028.47 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 52 | 52 | Providing and fixing aluminum window (sliding) with fly shutter 18SWG/1.2mm section shampean or any other colour and green or blind glass 5mm thick. | Sqm | 8.79 | 19081.71 | -do- | 167728.23 |
| 53 | 53 | Providing and fixing wondow grill with angle iron frame with 10mm sq. iron bars at 75mm centre to centre as per approved design of the Engineer Incharge. (Only labour rate) | Sqm | 8.79 | 1731.39 | -do- | 15218.92 |
| 54 | 54 | Providing and fixing aluminum natural anodized openable double leaf door hinged without glazed | Sqm | 2.6 | 20092.19 | -do- | 52239.69 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 55 | 55 | Providing and fixing aluminum natural anodized fixed panel without glazed. | Sqm | 6.53 | 11187.34 | -do- | 73053.33 |
| 56 | 56 | Glazing with plate glass 6mm thick using PVC gasket. | Sqm | 8.83 | 3679.08 | -do- | 32486.28 |
| 57 | 57 | Providing and fixing aluminium door closer (single action) natural anodized. | Each | 2 | 12029.75 | -do- | 24059.5 |
| 58 | 58 | Termite proofing with approved chemical Post construction. | Per hole | 38 | 357.24 | -do- | 13575.12 |
| 59 | 59 | Distempering 2 coats over and including cost of priming coat. | Sqm | 102.57 | 194.03 | -do- | 19901.66 |
| 60 | 60 | Painting doors and windows any type (2 coats). | Sqm | 13.84 | 609.43 | -do- | 8434.51 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 61 | 61 | Painting guard bars, gates, iron bars, gratings, railing (i/c standard braces etc.) | Sqm | 12.69 | 368.08 | -do- | 4670.94 |
| 62 | 62 | Weather shield paint on painted / old surface two coats. | Sqm | 102.57 | 413.74 | -do- | 42437.31 |
| 63 | 63 | Providing and installation of Gree Air Conditioner flooor standing/ Tower DC inverter 04-Ton Capacity (Heat and cool) with copper pipe including accessories complete in all respect. | Each | 1 | 930190.08 | -do- | 930190.08 |
| 64 | 64 | Supplying and fitting carpet brand Olampia or Equivalent | Sqm | 545.74 | 279.24 | -do- | 152392.44 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 65 | 65 | Providing and installation of Cassette Roller Blinds on windows , complete in all respects. | Sft | 17.012 | 406.46 | -do- | 6914.7 |
| 66 | 66 | Providing tripple pipe plastic saf in Mosque 4feet wide. | Meter | 28.04 | 287.68 | -do- | 8066.55 |
| 67 | 67 | Providing and installation of sound system of TOA in mosque including 3 No. Out door speakers 15W, 4 Nos. indoor wall speakers 206W, standing mike, head mike, exterior amplifier, Echo interior amplifier etc, complete in all respects. | Set | 1 | 142109.28 | -do- | 142109.28 |
| | | | | | | GRAND TOTAL: | Rs7,247,195.94 |

# Scope of Work

Repair & Maintenance of Colony Masjid at 500kV Grid Station NGC Yousafwala.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

## B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Repair & Maintenance of Colony Masjid AT 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/05-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P206958***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Repair & Maintenance of Colony Masjid AT 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/05-2026-27) (*P206958*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Integrity Pact

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 97)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 101)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 102)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 103)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 105)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 106)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 108)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
|---|---|---|---|
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Repair & Maintenance of Control House Building 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/06-2026-27)
## (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Repair & Maintenance of Control House Building 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/06-2026-27)**" with the reference of "**P206961**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Repair & Maintenance of Control House Building 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/06-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/206961** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder’s Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

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# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Repair & Maintenance of Control House Building 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/06-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P206961** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid station Gatti, Faisalabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *:* ***Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *:* ***11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
|---|
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
|---|---|
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 12.722 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 6.361 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 3.180 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

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# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 12.722 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 6.361 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 3.180 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Repair & Maintenance of Control House Building 500kV Grid Station NGC Yousafwala. | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 390000 PKR |

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# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Repair & Maintenance of Control House Building 500kV Grid Station NGC Yousafwala.

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Dismantling cement concrete plain 1:2:4 | Cum | 0.89 | 7171.92 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 6383.01 |
| 2 | 2 | Dismantling cement concrete reinforced deparating reinforcement from concrete cleaning and straightening the same | Cum | 36.28 | 1799.02 | -do- | 65268.45 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Dismantling brick tile roofing | Sqm | 590.73 | 297.22 | -do- | 175576.77 |
| 4 | 4 | Removing door window and frame. | Each | 60 | 855.39 | -do- | 51323.4 |
| 5 | 5 | Removing windows and sky light with frame | Each | 21 | 618.35 | -do- | 12985.35 |
| 6 | 6 | Removing of cement plaster. | Sqm | 70.23 | 79.76 | -do- | 5601.54 |
| 7 | 7 | Brick work in ground floor (including striking of joints) in cement sand mortar. Ratio 1:5 | Cum | 10.78 | 20996.55 | -do- | 226342.81 |
| 8 | 8 | Cement plaster 1:4 upto 1st floor height 13mm thick. | Sqm | 771.44 | 631.19 | -do- | 486925.21 |
| 9 | 9 | Stucco cement plaster 1:2:4 (Cement, sand and shingle) 50mm thick. | Sqm | 11.88 | 1944.62 | -do- | 23102.09 |
| 10 | 10 | Fabrication of Heavey Steel Angle Iron | Kg | 744.187 | 103.06 | -do- | 76695.91 |
| 11 | 11 | Erection & Fixing in Position | Kg | 45.48 | 457.03 | -do- | 20785.72 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 12 | 12 | Brick tiles 225x113x38mm laid over 100mm earth & 25mm mud plaster grouted with cement sand ratio 1:3 on top of RCC roof slab provided with 1.75Kg bitumen coating sand blinded this rate also include the Dedcution of Non-useable old bricks tile (9"x4.5"x3") disposed off to the contractors excluding cost of dismantling.. | Sqm | 590.73 | 2151.007 | -do- | 1270664.37 |
| 13 | 13 | Polythine sheet 0.2 mm thick laid over two coats of bitumen using 1.66kg bitumen hot per sqm over floor & DPC etc | Sqm | 590.73 | 136.09 | -do- | 80392.45 |
| 14 | 14 | Topping of cement concrete 1:2:4 including surface finishing and dividing into panels: 50mm | Sqm | 56.56 | 1459.83 | -do- | 82567.98 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 15 | 15 | Glass strips for deviding the flooring in to pannels 40mm | Meter | 54.55 | 297.42 | -do- | 16224.26 |
| 16 | 16 | Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. (1:2:4) | Cum | 1.23 | 20451.78 | -do- | 25155.69 |
| 17 | 17 | Providing, laying, jointing & testing and commissioning of PPRC water supply pipe made of (MasterDadex/Popular) with PN-20 i/c cost of solvent, specials, making jharries complete in alll respect as approved and directed by Engineer Incharge. (Outer dia 25mm). | Meter | 50 | 349.16 | -do- | 17458 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 18 | 18 | Providing laying into trenches, jointing and testing PVC class B pipeline with specials for internal dia 100mm | Meter | 30 | 2770.91 | -do- | 83127.3 |
| 19 | 19 | P&F white glazed earthen ware water closet squatting type domestic indian pattern of best quality,S.Trap 102mm china-ware Pakistan Made, flushing cistren 13.5liters plastic,PVC flushing pipe 32mm dia, PVC flushing bend 32mm dia, C.P. tee stop cock 13mm dia | Each | 4 | 16232.44 | -do- | 64929.76 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 20 | 20 | P & F White glazed earthen ware wash hand basin with pedestal domestic of supreme quality 65cm, C.P. soap dishes, C.P. tooth brush holder with tooth paste dish, C.P towel rail 600mm x 20mm, Glass shelves 600mm x 125mm size with C.P railing, looking glass 550mm x 400mm size 1st quality (without frame), 2No. tee stop cock 13mmdia, C.P waste coupling 32mm, PVC waste pipe for wash hand basin 32mm dia, C.P mixing valves | Each | 4 | 29725.91 | -do- | 118903.64 |
| 21 | 21 | P&F C.P. bib tap 13 mm dia. | Each | 4 | 1374.58 | -do- | 5498.32 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 22 | 22 | Flooring comprising of glazed tiles 6mm thick laid in white cement mortar 1:2 over 20mm thick cement mortar 1:2 complete: coloured | Sqm | 23.76 | 6077.43 | -do- | 144399.74 |
| 23 | 23 | Glazed tiles dado 6mm 9.7 thick jointed in white cement & laid over 1 :2 cement sand mortar 20mm thick including finishing | Sqm | 85.64 | 6428.08 | -do- | 550500.77 |
| 24 | 24 | Supply & Installation of Tiles on Floor & Skirting (Glazed, Full Body, 600x600 mm, Grade-I) | Sqm | 181.5 | 4286.2 | -do- | 777945.3 |
| 25 | 25 | Providing and Installation of Marble Slab on Stairs & Entrance (18 mm thickness) i/c polishing, finishing complete in all aspects | Sqm | 18.35 | 6895.04 | -do- | 126523.98 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 26 | 26 | Providing and fixing aluminum window (sliding) with fly shutter 18SWG/1.2mm section shampean or any other colour and green or blind glass 5mm thick. | Sqm | 144.399 | 19081.71 | -do- | 2755379.84 |
| 27 | 27 | Providing and fixing aluminum natural anodized openable double leaf door hinged without glazed. | Sqm | 19.517 | 20092.19 | -do- | 392139.27 |
| 28 | 28 | Providing and fixing aluminum natural anodized openable hinged door without glazed. | Sqm | 1.88 | 17506.82 | -do- | 32912.82 |
| 29 | 29 | Providing and fixing aluminum natural anodized fixed panel without glazed. | Sqm | 51.65 | 11187.34 | -do- | 577826.11 |
| 30 | 30 | Glazing with plate glass 6mm thick using PVC gasket | Sqm | 92.103 | 3679.08 | -do- | 338854.31 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 31 | 31 | Providing and fixing aluminium door closer (single action) natural anodized | Each | 13 | 12029.75 | -do- | 156386.75 |
| 32 | 32 | Patti fitting 24 SWG M.S sheet painted with white stone enameled paint complete with choke ECCO/EKKO 40W holder and tube light 40W. | Each | 50 | 1210.69 | -do- | 60534.5 |
| 33 | 33 | Wiring light or fan point with 1/1.13 (3/0.029) PVC insulated wire in 19.1mm, 1.50mm thick PVC conduit recessed in the wall or column complete with switch plastic plate ceiling rose / batten holder. | Point | 10 | 3851.64 | -do- | 38516.4 |
| 34 | 34 | Providing and fixing surface type 3 pin 15 Amps S.P Plug-socket and switch as replacement complete with board. | Each | 15 | 851.88 | -do- | 12778.2 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 35 | 35 | Providing and fixing / connecting surface type 2 pin 5 Amps SP plug-socket switch complete with S.W Board as replacement. | Each | 10 | 297 | -do- | 2970 |
| 36 | 36 | Providing and fixing Flush type push button | Each | 100 | 70.04 | -do- | 7004 |
| 37 | 37 | False ceiling comprising iron L & T Section and Gypsum Board complete in all respect DFB Sheet | Sqm | 423.72 | 2616.49 | -do- | 1108659.14 |
| 38 | 38 | Distempring 2 coat over and including cost of one priming coat. | Sqm | 3403.47 | 194.03 | -do- | 660375.28 |
| 39 | 39 | Weather shield paint on painted / old surface 2 coats | Sqm | 2068.93 | 413.74 | -do- | 855999.1 |
| 40 | 40 | Scrapping ordinary distemper, oil bound distemper or paint on wall. | Sqm | 2323.49 | 150.25 | -do- | 349104.37 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 41 | 41 | Painting gurad bars, gates, iron bars,gratings,railing(including standards braces etc.) and similar open work: 2coats | Sqm | 29.27 | 368.08 | -do- | 10773.7 |
| 42 | 42 | Painting doors and windows any type: 2 coats | Sqm | 634.86 | 609.43 | -do- | 386902.73 |
| 43 | 43 | Providing & fixing Osaka LED ECO panel light 2x2 complete in all respects. | Each | 70 | 6565.6 | -do- | 459592 |
| | | | | | | GRAND TOTAL: | Rs12,721,990.34 |

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# Scope of Work

Repair & Maintenance of Control House Building 500kV Grid Station NGC Yousafwala.

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# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

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# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Repair & Maintenance of Control House Building 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/06-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P206961***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Repair & Maintenance of Control House Building 500kV Grid Station NGC Yousafwala.(FO/CIVIL/FSD/06-2026-27) (*P206961*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 85)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 89)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 90)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 91)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 93)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 94)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 96)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Repair & Maintenance of OLD and New Relay Building at 500kV Grid Statio NGC Gatti, Faisalabad.(FO/CIVIL/FSD/07-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Repair & Maintenance of OLD and New Relay Building at 500kV Grid Statio NGC Gatti, Faisalabad.(FO/CIVIL/FSD/07-2026-27)**" with the reference of "**P206964**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Repair & Maintenance of OLD and New Relay Building at 500kV Grid Statio NGC Gatti, Faisalabad.(FO/CIVIL/FSD/07-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/206964** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder’s Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| **A. Introduction** | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Repair & Maintenance of OLD and New Relay Building at 500kV Grid Statio NGC Gatti, Faisalabad.(FO/CIVIL/FSD/07-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P206964** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| **B. Bidding Documents** | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid Station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *:* ***Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *:* ***11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 1.643 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 0.821 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 0.410 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 1.643 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 0.821 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 0.410 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Repair & Maintenance of OLD and New Relay Building at 500kV Grid Statio NGC Gatti, Faisalabad. | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 90 Days<br>Quantity: 1/job | 1/job | 50000 PKR |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Repair & Maintenance of OLD and New Relay Building at 500kV Grid Statio NGC Gatti, Faisalabad.

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Dismantling glazed or encaustic tiles etc. | Sqm | 9.89 | 526.9 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 5211.041 |
| 2 | 2 | Dismantling cement concrete 1:2:4 plain | Cum | 0.25 | 7171.92 | -do- | 1792.98 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Removing of cement plaster | Sqm | 29.34 | 79.76 | -do- | 2340.1584 |
| 4 | 4 | Cement plaster (1:4) upto 1st Floor | Sqm | 29.34 | 631.19 | -do- | 18519.1146 |
| 5 | 5 | Two coats of bitumen laid hot using 1.66 kg per Sqm over roof and blinded with sand at 0.003 cum per sqm | Sqm | 33.28 | 667.73 | -do- | 22222.0544 |
| 6 | 6 | Cement Pointing 1:2 Flush on floor | Sqm | 631.99 | 488.09 | -do- | 308467.9991 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 7 | 7 | cement concrete plain including placing, compacting, finishing and curing complete without shutring b) 1:2:4 | Cum | 0.67 | 20451.77 | -do- | 13702.6859 |
| 8 | 8 | Scraping of ordinary distemper, oil bound distemper or paint on wall | Sqm | 1653.78 | 150.25 | -do- | 248480.445 |
| 9 | 9 | Distempering 2 coat | Sqm | 1653.78 | 250.64 | -do- | 414503.4192 |
| 10 | 10 | Painting door and windows any type, two coat | Sqm | 108.79 | 609.43 | -do- | 66299.8897 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 11 | 11 | Weather shield paint on painted/old surface two coat. | Sqm | 722.3 | 413.73 | -do- | 298837.179 |
| 12 | 12 | Looking glass 560mmx405mm size 1st quality (without frame) | Each | 2 | 2045.33 | -do- | 4090.66 |
| 13 | 13 | C.P Bib tap | Each | 2 | 1374.57 | -do- | 2749.14 |
| 14 | 14 | White glazed earthen ware water closet sqatting type domestic indian pattern of best quality + S-Trap 102mm diameter china-ware (PORTA OR BRITE ), | Each | 2 | 9059.28 | -do- | 18118.56 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 15 | 15 | White glazed earthen ware wash hand basin domestic of supereme quality a) 65 cm (PORTA) | Each | 2 | 4386.99 | -do- | 8773.98 |
| 16 | 16 | White glazed earthen ware pedestal for wash basin domestic of supereme quality (PORTA) | Each | 2 | 3559.95 | -do- | 7119.9 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 17 | 17 | Pillar cock 13mm dia,C.P tee stop cocks 13mm dia, connection 13mm PVC, C.P waste coupling 32mm, waste pipe for wash hand basin 32mm dia PVC (Faisal or Equvilent) | Each | 2 | 4437.67 | -do- | 8875.34 |
| 18 | 18 | Low level flushing cistren 13.5litres plastic capacity best quality, connection 13mm PVC, C.P tee stop cocks 13mm dia, waste pipe PVC | Each | 2 | 7452.07 | -do- | 14904.14 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 19 | 19 | P/F connecting AC one way SP 5 Amp, switch flush type(piano type) as replacement on pen wooden board | Each | 20 | 165.85 | -do- | 3317 |
| 20 | 20 | P/F connecting surface type 2 pin 5 amp SP plug- socket as replacement on already fixed wooden board | Each | 8 | 150.55 | -do- | 1204.4 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 21 | 21 | Providing, laying, testing and commissioning of PPRC water supply pipe made of (Master/Dadex /Popular) with PN-20 i/c cost of solvent, specials,making jharries complete in all respect as approved and directed by Engineer Incharge 25mm dia | Meter | 10.109 | 349.16 | -do- | 3529.65844 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 22 | 22 | Providing, laying, testing and commissioning of PPRC water supply pipe made of (Master/Dadex /Popular) with PN-20 i/c cost of solvent, specials,making jharries complete in all respect as approved and directed by Engineer Incharge 32mm dia | Meter | 10.67 | 559.12 | -do- | 5965.8104 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 23 | 23 | Providing and instaling PVC class 'B' blind pipe of following diameter into tube bore hole including sockets and solution b) 100mm dia | Meter | 16.77 | 2228.14 | -do- | 37365.9078 |
| 24 | 24 | Flooring comprising of glazed tiles 6mm thick laid in white cement mortar 1:2 over 20mm thick cement mortar 1:2 complete. b) coloured | Sqm | 4.93 | 6077.43 | -do- | 29961.7299 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 25 | 25 | Flooring comprising of glazed tiles dado 6mm thick laid in white cement mortar 1:2 over 20mm thick cement mortar 1:2 complete. b) coloured | Sqm | 12.31 | 6428.07 | -do- | 79129.5417 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 26 | 26 | Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi. Steel girders, M.S. sheets, M.S. Bars etc. or4.25 cum of timber or 3.75 metric tons of fuelwood by truck or any other means. Lead 03 Km | Per Cum | 39.48 | 462.98 | -do- | 18278.4504 |
| | | | | | | GRAND TOTAL: | Rs1,643,761.18 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Repair & Maintenance of OLD and New Relay Building at 500kV Grid Statio NGC Gatti, Faisalabad.

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Repair & Maintenance of OLD and New Relay Building at 500kV Grid Statio NGC Gatti, Faisalabad.(FO/CIVIL/FSD/07-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P206964***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Repair & Maintenance of OLD and New Relay Building at 500kV Grid Statio NGC Gatti, Faisalabad.(FO/CIVIL/FSD/07-2026-27) (*P206964*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

# Integrity Pact

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 86)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 90)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 91)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 92)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 94)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 95)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 97)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

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# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Repair & Maintenance of Bungalow No. A-02, Office of Sr. Manager T/L(M) Division NGC, at 220kV Grid Station NGC Nishatabad Fsd.(FO/CIVIL/FSD/08-2026-27)

(Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Repair & Maintenance of Bungalow No. A-02, Office of Sr. Manager T/L(M) Division NGC, at 220kV Grid Station NGC Nishatabad Fsd.(FO/CIVIL/FSD/08-2026-27)**" with the reference of " **P206973**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Repair & Maintenance of Bungalow No. A-02, Office of Sr. Manager T/L(M) Division NGC, at 220kV Grid Station NGC Nishatabad Fsd.(FO/CIVIL/FSD/08-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at

**https://epads.gov.pk/opportunities/federal/procurements/206973** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder’s Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Repair & Maintenance of Bungalow No. A-02, Office of Sr. Manager T/L(M) Division NGC, at 220kV Grid Station NGC Nishatabad Fsd.(FO/CIVIL/FSD/08-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P206973** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid Station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
|---|
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
|---|---|
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 7.792 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 3.896 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 1.948 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

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# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 7.792 Million, completed (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 3.896 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 1.948 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Repair & Maintenance of Bungalow No. A-02, Office of Sr. Manager T/L(M) Division NGC, at 220kV Grid Station NGC Nishatabad Fsd. | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 240000 PKR |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Repair & Maintenance of Bungalow No. A-02, Office of Sr. Manager T/L(M) Division NGC, at 220kV Grid Station NGC Nishatabad Fsd.

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Removing cement plaster | Cum | 943.52 | 79.76 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 75255.16 |
| 2 | 2 | Cement plaster in ratio 1:4 up to 1st floor height 13mm thick | Sqm | 943.52 | 631.19 | -do- | 595540.39 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Scraping ordinary distemper, oil bound distemper, or paint on wall. | Sqm | 1245.24 | 150.25 | -do- | 187097.31 |
| 4 | 4 | Distempering Two coats over and i/c cost of priming coat | Sqm | 1245.24 | 250.64 | -do- | 312106.95 |
| 5 | 5 | Weather shield paint three coats on new cement plaster surface. | Sqm | 1920.15 | 413.74 | -do- | 794442.86 |
| 6 | 6 | Painting doors and windows any type | Cum | 194.61 | 609.43 | -do- | 118601.17 |
| 7 | 7 | Cement pointing 1:2 flush on floor | Sqm | 583.63 | 488.09 | -do- | 284863.97 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 8 | 8 | Wiring light or fan point with 1/1.13 per mm (3/0.029) PVC insulated wire in point 19.1 mm 16 SWG (1.62 mm) gauge steel conduit recessed in the wall or column complete with switch, ceiling rose/batten holder in all respects. | Per Point | 90 | 3851.64 | -do- | 346647.6 |
| 9 | 9 | Wiring mains with 2-111. 78(7.029) PVC insulated wire in 19.1 mm 16 SWG (1.62 mm) gauge steel conduit recessed in wall as required including all accessories. | Meter | 180 | 535.82 | -do- | 96447.6 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 10 | 10 | Wiring 3/5 pin 5 Amps. Wall socket per point with 1.13 mm PVC insulated point wire and 2.5 mm PVC insulated earthing conductor in 19.1 mm PVC Pipe recessed in wall/column complete with switch socket etc. | Per Point | 30 | 5900.94 | -do- | 177028.2 |
| 11 | 11 | Providing and installation of tiles on floor and skirting (glazed, full body, 600x600mm) Grade-1 | Sqm | 373.99 | 4286.2 | -do- | 1602995.94 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 12 | 12 | P/L jointing, testing and commisioning of PPRC 32mm dia water supply pipes and specials inside building and trenches with internal diameter, made of (Dadex/master/popular) with PN-20 i/c cost of solvent , specials, making jharies complete with all respects. | Meter | 27.43 | 559.12 | -do- | 15336.66 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 13 | 13 | P/L jointing, testing and commisioning of PPRC 25mm dia water supply pipes and specials inside building and trenches with internal diameter, made of (Dadex/master/popular) with PN-20 i/c cost of solvent , specials, making jharies complete with all respects. | Meter | 9.14 | 349.16 | -do- | 3191.32 |
| 14 | 14 | P/F of hand dryer for toilet as per approved quality of engineer incharge | Each | 5 | 9764.88 | -do- | 48824.4 |
| 15 | 15 | P/F, electric Geyser instant 15 ltr capacity cannon or equlient complete in all respects | Each | 5 | 27250.91 | -do- | 136254.55 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 16 | 16 | Providing and fixing aluminum window (sliding) with fly shutter sqm. 18SWG/1.2mm section shampean or any other colour and green or blind glass 5mm thick. | Sqm | 27.3 | 19081.71 | -do- | 520930.68 |
| 17 | 17 | Providing and fixing window grill with angle iron frame with 10mm sq bars at 75mm centre to centre as per approved design of the Engineer lncharge. | Sqm | 27.3 | 15752.58 | -do- | 430045.43 |
| 18 | 18 | E/F low level flushing cistern 13.5 liter capacity best quality, C.P tee stop cock, pvc flush pipe, connection pipe | Each | 4 | 7399.38 | -do- | 29597.52 |

PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 19 | 19 | P/F cassette roller blind with all fittings assesories on window complete in all respect | Sft | 45.71 | 406.46 | -do- | 18579.29 |
| 20 | 20 | Providing and installation of water dispenser with hot and cold tab including mini refrigerator (PEL 215 model) or equilant | Each | 3 | 40228.8 | -do- | 120686.4 |
| 21 | 21 | Excavation in foundation of buildings, bridges & other structures including dag belling, dressing, refilling with excavated earth including watering and ramming lead upto 30 metres and lift upto 1.5 metres. | Cum | 12.63 | 710.07 | -do- | 8968.18 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 22 | 22 | Bricks work other than building including striking of joints upto 3.0 m height in Cement sand mortar. Ratio(1:5) | Cum | 7.58 | 20390.77 | -do- | 154562.04 |
| 23 | 23 | Providing and fixing 500 gallons HDPE water tank of minimum 3-ply thickness (Food Graded) Popular Master or equivalnt complete in all respectes. | Each | 2 | 42413.08 | -do- | 84826.16 |
| 24 | 24 | Providing and fixing of bracket fan 605mm (24inch) best quality Royal, GFC, PAK etc | Each | 2 | 13037.16 | -do- | 26074.32 |
| 25 | 25 | Providing and fixing of exhaust fan 305mm (12inch) plastic body best quality i.e. Royal, GFC, PAK etc | Each | 4 | 6622 | -do- | 26488 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 26 | 26 | Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. 1:4:8 | Cum | 2.53 | 16256.82 | -do- | 41129.75 |
| 27 | 27 | P/L, Tuff pavers, having 7000 PSI crushing strength and 80mm thickness of approved manufacturer, over 100mm sand cushioni/c grouting with sand / stone dust i/c finshing to require slop complete in all respect (Grey). | Sqm | 503.16 | 2705.12 | -do- | 1361108.18 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 28 | 28 | Deodar wood wrought joinery work in doors & windows etc. fixed in position including 11.12 chowkats, holdfasts hinges, iron tower bolts, chocks, cleats handles end cords with hooks etc. deodar, panelled or panelled and glazed or fully glazed: 40mm | Sqm | 4.13552 | 42249.57 | -do- | 174723.94 |
| | | | | | | GRAND TOTAL: | Rs7,792,353.97 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Repair & Maintenance of Bungalow No. A-02, Office of Sr. Manager T/L(M) Division NGC, at 220kV Grid Station NGC Nishatabad Fsd.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

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(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Repair & Maintenance of Bungalow No. A-02, Office of Sr. Manager T/L(M) Division NGC, at 220kV Grid Station NGC Nishatabad Fsd.(FO/CIVIL/FSD/08-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P206973***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Repair & Maintenance of Bungalow No. A-02, Office of Sr. Manager T/L(M) Division NGC, at 220kV Grid Station NGC Nishatabad Fsd.(FO/CIVIL/FSD/08-2026-27) (*P206973*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the

provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 85)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 89)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 90)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 91)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 93)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 94)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 96)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 349 of 220kV Chashma-Ludewala Transmission Line. (FO/CIVIL/FSD/09-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 349 of 220kV Chashma-Ludewala Transmission Line. (FO/CIVIL/FSD/09-2026-27)**" with the reference of "**P206979**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 349 of 220kV Chashma-Ludewala Transmission Line. (FO/CIVIL/FSD/09-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/206979** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder’s performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

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# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| **BDS Clause Number** | **ITB Number** | **Amendments of, and Supplements to, Clauses in the Instruction to Bidders** |
|---|---|---|
| A. Introduction | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br><br>The subject of procurement is:**Protection Measures to Tower No. 349 of 220kV Chashma-Ludewala Transmission Line. (FO/CIVIL/FSD/09-2026-27)**<br><br>Expected commencement date: **Monday, February 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br><br>Name and identification number of the Contract: **P206979** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid Station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 5.031 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 2.51 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 1.25 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

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# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 5.031 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 2.515 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 1.257 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 349 of 220kV Chashma-Ludewala Transmission Line | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120Days<br>Quantity: 1/job | 1/job | 160000 PKR |

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# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 349 of 220kV Chashma-Ludewala Transmission Line

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Jungle clearance and removing with 30m Light | Sqm | 214.13 | 3.01 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 644.53 |
| 2 | 2 | Bailing out water by pump | Cum | 4530.78 | 10.04 | -do- | 45489.03 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Excavation in foundation of building, bridges and other structures i/c dibbing, dressing, refilling around structure with excavated earth watering and ramming lead up to 30m and lift upto 1.5 m | Cum | 71.35 | 710.07 | -do- | 50663.49 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 4 | 4 | Cousre rubble masonary i/c hammer dressing in cement sand mortar ratio 1:3 | Cum | 62.52 | 18846.68 | -do- | 1178294.43 |
| 5 | 5 | Filling watering ramming earth under floor with new earth (Excavation from out side lead upto 30m and lift upto 1.5m | Cum | 212.04 | 623.3 | -do- | 132164.53 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 6 | 6 | Carriage of 3.0 cum or 5 meteric tons of all material like earth, silt, sand, stone aggregate, spwal, coal, lime, surkhi steel girders, M.S Sheet, M.S Bars etc or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means lead upto 15 Km | Cum | 212.04 | 559.64 | -do- | 118666.07 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Dressing and leveling of earthwork to designed section complete. | Cum | 212.04 | 48.23 | -do- | 10226.69 |
| 8 | 8 | Earthwork compaction (Soft, ordinary or hard soil) ramming earthwork behind retaining wal. | Cum | 212.04 | 98.32 | -do- | 20847.77 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Stone pitching hand packed with surface levelled off to the correct section with hammer dressed stone and voids filled in 1:8 cement mortar in floors of bridges and along banks and in approns etc i/c 100mm lead. | Cum | 122.33 | 19939.92 | -do- | 2439250.41 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 10 | 10 | Grouting stone pitching or apron in 1:3 cement sand mortar. | Sqm | 401.49 | 1953.05 | -do- | 784130.04 |
| 11 | 11 | P/L,P.V.C Pipe into trenches, jointing & testing PVC class ''B'' Pipe line with specials for internal dia 150mm | Meter | 84 | 2770.91 | -do- | 232756.44 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 12 | 12 | Supply and spreading of crash stone/water born Gravel of ¾ Size | Cum | 3.4211 | 5336.09 | -do- | 18255.3 |
| | | | | | | GRAND TOTAL: | Rs5,031,388.73 |

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# Scope of Work

Protection Measures to Tower No. 349 of 220kV Chashma-Ludewala Transmission Line

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 349 of 220kV Chashma-Ludewala Transmission Line. (FO/CIVIL/FSD/09-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

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# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P206979***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 349 of 220kV Chashma-Ludewala Transmission Line. (FO/CIVIL/FSD/09-2026-27) (*P206979*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

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# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 82)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 86)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 87)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 88)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 90)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 91)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 93)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

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# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 608 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/10-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 608 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/10-2026-27)**" with the reference of "**P206982**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 608 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/10-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/206982** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| **BDS Clause Number** | **ITB Number** | **Amendments of, and Supplements to, Clauses in the Instruction to Bidders** |
|---|---|---|
| A. Introduction | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br><br>The subject of procurement is:**Protection Measures to Tower No. 608 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/10-2026-27)**<br><br>Expected commencement date: **Monday, February 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br><br>Name and identification number of the Contract: **P206982** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kv grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
|---|
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
|---|---|
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 3.5 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 1.75 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 0.875 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 3.5 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 1.75 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 0.875 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 608 of 500kV Transmission Line Faisalabad West-Gatti | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 110000 PKR |

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 608 of 500kV Transmission Line Faisalabad West-Gatti

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Excavation in foundation of building, bridges and other structures including dibbing dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m. In ordinary soil. | | 107.31 | 710.07 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 76197.61 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:4:8. | | 22.44 | 16256.82 | -do- | 364803.04 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Brick work other than building including striking of joints up to 3.00 meters height in cement sand mortar, Ratio 1:6. | | 126.78 | 20104.29 | -do- | 2548821.89 |
| 4 | 4 | Cement Plaster (1:3) upto 1st floor height 20mm thick. | Sqm | 22.98 | 870.48 | -do- | 20003.63 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5 | 5 | Cement concrete plan including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:2:4. | Cum | 1.3 | 20451.78 | -do- | 26587.31 |
| 6 | 6 | P/L PVC class ‘’B’’ Pipe line with specials for internal dia 150 mm. | Meter | 95.84 | 1875.07 | -do- | 179706.71 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Supply and spreading of crash stone/water born Gravel of ¾ Size. | Cum | 6.9422 | 5336.09 | -do- | 37044.2 |
| 8 | 8 | Borrow pit excavation undressed lead upto 50 m a) Ordinary soil | Cum | 181.9 | 458.19 | -do- | 83344.76 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Earth work compaction (Soft, ordinary and hard soil) Ramming earth work behind retaining walls. Layer thickness 6" | Cum | 181.9 | 131.71 | -do- | 23958.05 |
| 10 | 10 | Carriage of 3.0 cum earth by truck or any other means. lead upto 10 Km | Cum | 181.9 | 767.53 | -do- | 139613.71 |
| | | | | | | GRAND TOTAL: | Rs3,500,080.91 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Protection Measures to Tower No. 608 of 500kV Transmission Line Faisalabad West-Gatti

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 608 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/10-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P206982***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 608 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/10-2026-27) (*P206982*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

# Integrity Pact

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 81)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 85)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 86)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 87)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 89)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 90)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 92)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

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# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
|---|---|---|---|
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 607 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/11-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 607 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/11-2026-27)**" with the reference of "**P207027**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 607 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/11-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207027** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| **BDS Clause Number** | **ITB Number** | **Amendments of, and Supplements to, Clauses in the Instruction to Bidders** |
|---|---|---|
| A. Introduction | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br><br>The subject of procurement is:**Protection Measures to Tower No. 607 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/11-2026-27)**<br><br>Expected commencement date: **Tuesday, June 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br><br>Name and identification number of the Contract: **P207027** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500 kv grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
|---|
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
|---|---|
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 4.09 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 2.045 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 1.02 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
| --- |
| 100 |

| Technical Marks | 100 |
| --- | --- |
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 4.09 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 2.045 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 1.022 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 607 of 500kV Transmission Line Faisalabad West-Gatti | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 125000 PKR |

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 607 of 500kV Transmission Line Faisalabad West-Gatti

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Excavation in foundation of building, bridges and other structures including dibbing dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m. In ordinary soil. | | 114.73567601341 | 710.07 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 81470.361466843 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:4:8. | | 23.990186802804 | 16256.82 | -do- | 390004.14861956 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Brick work other than building including striking of joints up to 3.00 meters height in cement sand mortar, Ratio 1:6. | | 151.87538833938 | 20104.29 | -do- | 3053346.8510375 |
| 4 | 4 | Cement Plaster (1:3) upto 1st floor height 20mm thick. | Sqm | 26.05392 | 870.48 | -do- | 22679.4162816 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5 | 5 | Cement concrete plan including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:2:4. | Cum | 1.2728125132582 | 20451.78 | -do- | 26031.281502403 |
| 6 | 6 | P/L PVC class ‘’B’’ Pipe line with specials for internal dia 100 mm. | Meter | 100.44 | 1875.07 | -do- | 188332.0308 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Supply and spreading of crash stone/water born Gravel of ¾ Size. | Cum | 6.9255 | 5336.09 | -do- | 36955.091295 |
| 8 | 8 | Borrow pit excavation undressed lead upto 50 m a) Ordinary soil | Cum | 214.10818340472 | 458.19 | -do- | 98102.228554209 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Earth work compaction (Soft, ordinary and hard soil) Ramming earth work behind retaining walls. Layer thickness 6" | Cum | 214.10818340472 | 131.71 | -do- | 28200.188836236 |
| 10 | 10 | Carriage of 3.0 cum earth by truck or any other means. lead upto 10 Km | Cum | 214.10818340472 | 767.53 | -do- | 164334.45400863 |
| | | | | | | GRAND TOTAL: | Rs4,089,456.05 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Protection Measures to Tower No. 607 of 500kV Transmission Line Faisalabad West-Gatti

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 607 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/11-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207027***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 607 of 500kV Transmission Line Faisalabad West-Gatti. (FO/CIVIL/FSD/11-2026-27) (*P207027*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

# Integrity Pact

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 81)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 85)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 86)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 87)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 89)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 90)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 92)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
|---|---|---|---|
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 606 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/12-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 606 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/12-2026-27)**" with the reference of "**P207030**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 606 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/12-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207030** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| **BDS Clause Number** | **ITB Number** | **Amendments of, and Supplements to, Clauses in the Instruction to Bidders** |
|---|---|---|
| A. Introduction | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br><br>The subject of procurement is:**Protection Measures to Tower No. 606 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/12-2026-27)**<br><br>Expected commencement date: **Monday, February 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br><br>Name and identification number of the Contract: **P207030** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **3** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid Station Gatti, Faisalabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 5.387 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 2.693 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 1.346 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 5.387 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 2.693 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 1.346 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 606 of 500kV Transmission Line Faisalabad West-Gatti | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 165000 PKR |

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 606 of 500kV Transmission Line Faisalabad West-Gatti

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Excavation in foundation of building, bridges and other structures including dibbing dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m. In ordinary soil. | | 140.63 | 710.07 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 99857.1441 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:4:8. | | 29.4 | 16256.82 | -do- | 477950.508 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Brick work other than building including striking of joints up to 3.00 meters height in cement sand mortar, Ratio 1:6. | | 206.32 | 20104.29 | -do- | 4147917.1128 |
| 4 | 4 | Cement Plaster (1:3) upto 1st floor height 20mm thick. | Sqm | 30.15 | 870.48 | -do- | 26244.972 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5 | 5 | Cement concrete plan including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:2:4. | Cum | 1.44 | 20451.78 | -do- | 29450.5632 |
| 6 | 6 | P/L PVC class ‘’B’’ Pipe line with specials for internal dia 100 mm. | Meter | 116 | 1875.07 | -do- | 217508.12 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Supply and spreading of crash stone/water born Gravel of ¾ Size. | Cum | 7.6805 | 5336.09 | -do- | 40983.839245 |
| 8 | 8 | Borrow pit excavation undressed lead upto 50 m a) Ordinary soil | Cum | 256.41 | 458.19 | -do- | 117484.4979 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Earth work compaction (Soft, ordinary and hard soil) Ramming earth work behind retaining walls. Layer thickness 6" | Cum | 256.41 | 131.71 | -do- | 33771.7611 |
| 10 | 10 | Carriage of 3.0 cum earth by truck or any other means. lead upto 10 Km | Cum | 256.41 | 767.53 | -do- | 196802.3673 |
| | | | | | | GRAND TOTAL: | Rs5,387,970.89 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Protection Measures to Tower No. 606 of 500kV Transmission Line Faisalabad West-Gatti

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 606 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/12-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207030***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 606 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/12-2026-27) (*P207030*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

# Integrity Pact

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 81)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 85)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 86)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 87)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 89)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 90)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 92)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
|---|---|---|---|
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 761 & 794 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/13-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 761 & 794 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/13-2026-27)**" with the reference of "**P207033**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 761 & 794 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/13-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207033** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder’s performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| **A. Introduction** | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br><br>The subject of procurement is:**Protection Measures to Tower No. 761 & 794 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/13-2026-27)**<br><br>Expected commencement date: **Monday, February 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br><br>Name and identification number of the Contract: **P207033** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **3** |
| **B. Bidding Documents** | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid Station Gatti, Faisalabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 11.189 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 5.594 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 2.797 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

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# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 11.189 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 5.594 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 2.797 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 761 & 794 of 500kV Transmission Line Faisalabad West-Gatti | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 175 Days<br>Quantity: 1/job | 1/job | 340000 PKR |

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# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 761 & 794 of 500kV Transmission Line Faisalabad West-Gatti

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Jungle clearance and removing with 30m. Light | Sqm | 272.89 | 3.01 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 821.3989 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Excavation in foundation of building, bridges and other structures i/c dibbing, dressing, refilling around structurewith excavated earth watering and ramming lead up to 30m and lift upto 1.5 m. | Cum | 271.65339 | 710.07 | -do- | 192892.9226373 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:4:8. | Cum | 56.797527 | 16256.82 | -do- | 923347.17288414 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 4 | 4 | Brick work other than building including striking of joints up to 3.00 meters height in cement sand mortar, Ratio 1:6. | Cum | 423.753533 | 20104.29 | -do- | 8519263.9159566 |
| 5 | 5 | Cement Plaster (1:3) upto 1st floor height 20mm thick. | Sqm | 68.559624444444 | 870.48 | -do- | 59679.7818864 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 6 | 6 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:2:4. | sqm | 2.284848 | 20451.78 | -do- | 46729.20862944 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 7 | 7 | P/L,P.V.C Pipe into trenches, jointing & testing PVC class ‘‘B’’ Pipe line with specials for internal dia150mm. | Meter | 164.43466666667 | 5157.37 | -do- | 848050.41682667 |
| 8 | 8 | Supply and spreading of crash stone/water born Gravel of ¾ Size. | Cum | 17.566825 | 5336.09 | -do- | 93738.15921425 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Filling watering ramming earth under floor with new earth (Excavation from out side lead upto 30m and lift upto 1.5m. | Cum | 331.75274 | 623.3 | -do- | 206781.482842 |
| 10 | 10 | Earth work compaction (Soft, ordinary and hard soil) Ramming earth work behind retaining walls. | Cum | 331.75274 | 131.71 | -do- | 43695.1533854 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 11 | 11 | Carriage of 3.0 cum or 5 meteric tons of all material like earth, silt, sand, stone aggregate, spwal, coal, lime, surkhi steel girders, M.S Sheet, M.S Bars etc or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means. lead upto 10Km | Cum | 331.826 | 767.52 | -do- | 254683.09152 |
| | | | | | | GRAND TOTAL: | Rs11,189,682.70 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Protection Measures to Tower No. 761 & 794 of 500kV Transmission Line Faisalabad West-Gatti

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 761 & 794 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/13-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207033***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 761 & 794 of 500kV Transmission Line Faisalabad West-Gatti (FO/CIVIL/FSD/13-2026-27) ( *P207033*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 82)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 86)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 87)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 88)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 90)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 91)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 93)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 348 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/14-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 348 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/14-2026-27)**" with the reference of "**P207039**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 348 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/14-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207039** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder’s Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Protection Measures to Tower No. 348 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/14-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P207039** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **3** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br>Day *: **Tuesday***<br>Date:***December 08, 2026***<br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 4.988 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 2.494 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 1.247 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
| --- |
| 100 |

| Technical Marks | 100 |
| --- | --- |
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 4.988 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 2.494 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 1.247 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 348 of 220kV Chashma-Ludewala Transmission Line | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 01/job | 1/job | 150000 PKR |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 348 of 220kV Chashma-Ludewala Transmission Line

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Jungle clearance and removing with 30m.Light | Sqm | 214.13 | 3.01 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 644.53 |
| 2 | 2 | Bailing out water by pump | Cum | 4530.78 | 10.04 | -do- | 45489.03 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Excavation in foundation of building, bridges and other structures i/c dibbing, dressing, refilling around structure with excavated earth watering and ramming lead up to 30m and lift upto 1.5 m | Cum | 71.35 | 710.07 | -do- | 50663.49 |

PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 4 | 4 | Cousre rubble masonary i/c hammer dressing in cement sand mortar ratio 1:3 | Cum | 62.52 | 18846.68 | -do- | 1178294.43 |
| 5 | 5 | Filling watering ramming earth under floor with new earth (Excavation from out side lead upto 30m and lift upto 1.5m | Cum | 179.42 | 623.3 | -do- | 111832.49 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 6 | 6 | Carriage of 3.0 cum or 5 meteric tons of all material like earth, silt, sand, stone aggregate, spwal, coal, lime, surkhi steel girders, M.S Sheet, M.S Bars etc or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means lead upto 5 Km | Cum | 179.42 | 559.64 | -do- | 100410.61 |

PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Dressing and leveling of earthwork to designed section complete. | Cum | 179.42 | 48.23 | -do- | 8653.43 |
| 8 | 8 | Earthwork compaction (Soft, ordinary or hard soil) ramming earthwork behind retaining wal. | Cum | 179.42 | 98.32 | -do- | 17640.57 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Stone pitching hand packed with surface levelled off to the correct section with hammer dressed stone and voids filled in 1:8 cement mortar in floors of bridges and along banks and in approns etc i/c 100mm lead. | Cum | 122.33 | 19939.92 | -do- | 2439250.41 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 10 | 10 | Grouting stone pitching or apron in 1:3 cement sand mortar. | Sqm | 401.49 | 1953.05 | -do- | 784130.04 |
| 11 | 11 | P/L,P.V.C Pipe into trenches, jointing & testing PVC class ‘’B’’ Pipe line with specials for internal dia150mm | Meter | 84 | 2770.91 | -do- | 232756.44 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 12 | 12 | Supply and spreading of crash stone/water born Gravel of ¾ Size | Cum | 3.4208 | 5336.09 | -do- | 18253.7 |
| | | | | | | GRAND TOTAL: | Rs4,988,019.17 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Protection Measures to Tower No. 348 of 220kV Chashma-Ludewala Transmission Line

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

## B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 348 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/14-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207039***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 348 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/14-2026-27) (*P207039*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 83)

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 89)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 93)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 94)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 95)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 97)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 98)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 100)

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# Additional Forms and Documents

# CONSTRUCTION EXPERIENCE

## Form EXP - 4.1
## General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

| Starting Year | Ending Year | Contract Identification | Role of Bidder |
|---|---|---|---|
| | | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of EMPLOYER: _____<br>Address: _____ | |
| | | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of EMPLOYER: _____<br>Address: _____ | |
| | | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of EMPLOYER: _____<br>Address: _____ | |

Form EXP - 4.2(a)

# Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

| **Similar Contract No.** | **Information** | | | |
|---|---|---|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor ☐ | Member in JV ☐ | Management Contractor ☐ | Sub-contractor ☐ |
| Total Contract Amount | | | PKR equivalent | |
| If member in a JV or sub-contractor, specify participation in total Contract amount | | | | |
| EMPLOYER's Name: | | | | |
| Address:<br>Telephone/fax number<br>E-mail: | | | | |

## Form EXP - 4.2(a) (cont.)
## Specific Construction and Contract Management Experience (cont.)

| Similar Contract No. | Information |
|---|---|
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: | |
| 1. Amount | |
| 2. Physical size of required works items | |
| 3. Complexity | |
| 4. Methods/Technology | |
| 5. Construction rate for key activities | |
| 6. Other Characteristics | |

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# Form EXP - 4.2(b)
# Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name (if any): _____
Bid Reference No. (if any) and title: _____

Page _____of _____pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

| | **Information** | | | |
|---|---|---|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor ☐ | Member in JV ☐ | Management Contractor ☐ | Sub-contractor ☐ |
| Total Contract Amount | | | PKR equivalent | |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract (i) | Percentage participation (ii) | | Actual Quantity Performed (i) x (ii) |
| Year 1 | | | | |
| Year 2 | | | | |
| Year 3 | | | | |
| Year 4 | | | | |
| EMPLOYER's Name: | | | | |
| Address:<br><br>Telephone/fax number | | | | |

| | Information |
|---|---|
| E-mail: | |

2. Activity No. Two

3. ……

| | Information |
|---|---|
| Description of the key activities in accordance with Section III: | |
| | |
| | |
| | |
| | |
| | |

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Form EXP - 4.2 (c)
# Specific Experience in Managing ES aspects

*[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]*

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insertfull name]*
Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

| | | | | |
|---|---|---|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor ☐ | Member in JV ☐ | Management Contractor ☐ | Subcontractor ☐ |
| Total Contract Amount | | | PKR | |
| Details of relevant experience | | | | |

**2.** Key Requirement no 2 in accordance with 4.2 (c): _____

**3.** Key Requirement no 3 in accordance with 4.2 (c): _____

**4.** [PA define key requirements]

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

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# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
|---|---|---|---|
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 331 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/15-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 331 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/15-2026-27)**" with the reference of "**P207048**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 331 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/15-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207048** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder’s performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

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# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| **A. Introduction** | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br><br>The subject of procurement is:**Protection Measures to Tower No. 331 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/15-2026-27)**<br><br>Expected commencement date: **Monday, February 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br><br>Name and identification number of the Contract: **P207048** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| **B. Bidding Documents** | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500 kv grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
|---|
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
|---|---|
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 4.97 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 2.485 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 1.243 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
| --- |
| 100 |

| Technical Marks | 100 |
| --- | --- |
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 4.97 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 2.485 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 1.242 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 331 of 220kV Chashma-Ludewala Transmission Line | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 150000 PKR |

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# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 331 of 220kV Chashma-Ludewala Transmission Line

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Jungle clearance and removing with 30m. Light | Sqm | 214.12639405204 | 3.01 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 644.52044609666 |
| 2 | 2 | Bailing out water by pump | Cum | 4530.78 | 10.04 | -do- | 45489.0312 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Excavation in foundation of building, bridges and other structures i/c dibbing, dressing, refilling around structure with excavated earth watering and ramming lead up to 30m and lift upto 1.5 m | Cum | 71.35 | 710.07 | -do- | 50663.4945 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 4 | 4 | Cousre rubble masonary i/c hammer dressing in cement sand mortar ratio 1:3 | Cum | 62.52 | 18846.68 | -do- | 1178294.4336 |
| 5 | 5 | Filling watering ramming earth under floor with new earth (Excavation from out side lead upto 30m and lift upto 1.5m | Cum | 166.37 | 623.3 | -do- | 103698.421 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 6 | 6 | Carriage of 3.0 cum or 5 meteric tons of all material like earth, silt, sand, stone aggregate, spwal, coal, lime, surkhi steel girders, M.S Sheet, M.S Bars etc or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means lead upto 5 Km | Cum | 166.37 | 559.64 | -do- | 93107.3068 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Dressing and leveling of earthwork to designed section complete. | Cum | 166.37 | 48.23 | -do- | 8024.0251 |
| 8 | 8 | Earthwork compaction (Soft, ordinary or hard soil) ramming earthwork behind retaining wal. | Cum | 166.37 | 98.32 | -do- | 16357.4984 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Stone pitching hand packed with surface levelled off to the correct section with hammer dressed stone and voids filled in 1:8 cement mortar in floors of bridges and along banks and in aprons etc i/c 100mm lead. | Cum | 122.33 | 19939.92 | -do- | 2439250.4136 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 10 | 10 | Grouting stone pitching or apron in 1:3 cement sand mortar. | Sqm | 401.49 | 1953.05 | -do- | 784130.0445 |
| 11 | 11 | P/L,P.V.C Pipe into trenches, jointing & testing PVC class ‘’B’’ Pipe line with specials for internal dia150mm | Meter | 84.0407 | 2770.91 | -do- | 232869.216037 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 12 | 12 | Supply and spreading of crash stone/water born Gravel of ¾ Size | Cum | 3.4 | 5336.09 | -do- | 18142.706 |
| | | | | | | GRAND TOTAL: | Rs4,970,671.11 |

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# Scope of Work

Protection Measures to Tower No. 331 of 220kV Chashma-Ludewala Transmission Line

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 331 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/15-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207048***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 331 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/15-2026-27) (*P207048*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 82)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 86)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 87)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 88)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 90)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 91)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 93)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 332 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/16-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 332 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/16-2026-27)**" with the reference of "**P207054**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 332 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/16-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207054** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder’s performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

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# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Protection Measures to Tower No. 332 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/16-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P207054** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500 kv Grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
|---|
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
|---|---|
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 4.962 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 2.48 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 1.24 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
| --- |
| 100 |

| Technical Marks | 100 |
| --- | --- |
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 4.962 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 2.48 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 1.24 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 332 of 220kV Chashma-Ludewala Transmission Line | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 150000 PKR |

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# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 332 of 220kV Chashma-Ludewala Transmission Line

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Jungle clearance and removing with 30m. Light | Sqm | 214.13 | 3.01 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 644.5313 |
| 2 | 2 | Bailing out water by pump | Cum | 4530.78 | 10.04 | -do- | 45489.0312 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Excavation in foundation of building, bridges and other structures i/c dibbing, dressing, refilling around structure with excavated earth watering and ramming lead up to 30m and lift upto 1.5 m | Cum | 71.35 | 710.07 | -do- | 50663.4945 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 4 | 4 | Cousre rubble masonary i/c hammer dressing in cement sand mortar ratio 1:3 | Cum | 62.52 | 18846.68 | -do- | 1178294.4336 |
| 5 | 5 | Filling watering ramming earth under floor with new earth (Excavation from out side lead upto 30m and lift upto 1.5m | Cum | 159.85 | 623.3 | -do- | 99634.505 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 6 | 6 | Carriage of 3.0 cum or 5 meteric tons of all material like earth, silt, sand, stone aggregate, spwal, coal, lime, surkhi steel girders, M.S Sheet, M.S Bars etc or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means lead upto 5 Km | Cum | 159.85 | 559.64 | -do- | 89458.454 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Dressing and leveling of earthwork to designed section complete. | Cum | 159.85 | 48.23 | -do- | 7709.5655 |
| 8 | 8 | Earthwork compaction (Soft, ordinary or hard soil) ramming earthwork behind retaining wal. | Cum | 159.85 | 98.32 | -do- | 15716.452 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Stone pitching hand packed with surface levelled off to the correct section with hammer dressed stone and voids filled in 1:8 cement mortar in floors of bridges and along banks and in approns etc i/c 100mm lead. | Cum | 122.33 | 19939.92 | -do- | 2439250.4136 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 10 | 10 | Grouting stone pitching or apron in 1:3 cement sand mortar. | Sqm | 401.49 | 1953.05 | -do- | 784130.0445 |
| 11 | 11 | P/L,P.V.C Pipe into trenches, jointing & testing PVC class ‘’B’’ Pipe line with specials for internal dia150mm | Meter | 84.0385 | 2770.91 | -do- | 232863.120035 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 12 | 12 | Supply and spreading of crash stone/water born Gravel of ¾ Size | Cum | 3.4 | 5336.09 | -do- | 18142.706 |
| | | | | | | GRAND TOTAL: | Rs4,961,996.75 |

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# Scope of Work

Protection Measures to Tower No. 332 of 220kV Chashma-Ludewala Transmission Line

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# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

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EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 332 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/16-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

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# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207054***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 332 of 220kV Chashma-Ludewala Transmission Line (FO/CIVIL/FSD/16-2026-27) (*P207054*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

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# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 82)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 86)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 87)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 88)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 90)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 91)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 93)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

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# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 22 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/17-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 22 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/17-2026-27)**" with the reference of "**P207066**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 22 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/17-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207066** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder’s performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Protection Measures to Tower No. 22 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/17-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P207066** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500 kv Grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |

| | |
|---|---|
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 6.924 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 3.462 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 1.731 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 6.924 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 3.462 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 1.73 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 22 of 500kV T/L Gatti-Rouch | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 210000 PKR |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 22 of 500kV T/L Gatti-Rouch

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Excavation in foundation of building, bridges and other structures i/c dibbing, dressing, refilling around structurewith excavated earth watering and ramming lead up to 30m and lift upto 1.5 m. | Cum | 138.08 | 710.07 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 98046.47 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:4:8. | Cum | 28.87 | 16256.82 | -do- | 469334.39 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Brick work other than building including striking of joints up to 3.00 meters height in cement sand mortar, Ratio 1:6. | Cum | 258.63 | 20104.29 | -do- | 5199572.52 |
| 4 | 4 | Cement Plaster (1:3) upto 1st floor height 20mm thick. | Sqm | 41.89 | 870.48 | -do- | 36464.41 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5 | 5 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:2:4. | Sqm | 1.12 | 20451.78 | -do- | 22905.99 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6 | 6 | P/L,P.V.C Pipe into trenches, jointing & testing PVC class ‘‘B’’ Pipe line with specials for internal dia150mm. | Meter | 95.68 | 5157.37 | -do- | 493457.16 |
| 7 | 7 | Supply and spreading of crash stone/water born Gravel of ¾ Size. | Cum | 8.75 | 5336.09 | -do- | 46690.79 |
| 8 | 8 | Filling watering & ramming earth under floor with surplus earth from foundations. | Cum | 92.092 | 342.78 | -do- | 31567.3 |

PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Filling watering ramming earth under floor with new earth (Excavation from out side lead upto 30m and lift upto 1.5m. | Cum | 375.74 | 623.3 | -do- | 234198.74 |
| 10 | 10 | Earth work compaction (Soft, ordinary and hard soil) Ramming earth work behind etaining walls. | Cum | 375.74 | 131.71 | -do- | 49488.72 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 11 | 11 | Carriage of 3.0 cum or 5 meteric tons of all material like earth, silt, sand, stone aggregate, spwal, coal, lime, surkhi steel girders, M.S Sheet, M.S Bars etc or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means. lead upto 7Km | Cum | 375.74 | 644.55 | -do- | 242183.22 |
| | | | | | | GRAND TOTAL: | Rs6,923,909.71 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Protection Measures to Tower No. 22 of 500kV T/L Gatti-Rouch

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 22 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/17-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207066***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 22 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/17-2026-27) (*P207066*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 82)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 86)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 87)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 88)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 90)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 91)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 93)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

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# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 55 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/18-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 55 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/18-2026-27)**" with the reference of "**P207072**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 55 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/18-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207072** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder’s performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Protection Measures to Tower No. 55 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/18-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P207072** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **3** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 11.526 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 5.763 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 2.881 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

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# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
| --- |
| 100 |

| Technical Marks | 100 |
| --- | --- |
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 11.526 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 5.763 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 2.881 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 55 of 500kV T/L Gatti-Rouch | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 350000 PKR |

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# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 55 of 500kV T/L Gatti-Rouch

**Specifications / Requirements:**

| Sr. No | Ref No. | Description | Unit | Quantity | Rate | Specifications | Amount |
|---|---|---|---|---|---|---|---|

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Excavation in foundation of building, bridges and other structures i/c dibbing, dressing, refilling around structurewith excavated earth watering and ramming lead up to 30m and lift upto 1.5 m. | Cum | 235.08 | 710.07 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 166923.26 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:4:8. | Cum | 38.88 | 16256.82 | -do- | 632065.16 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Brick work other than building including striking of joints up to 3.00 meters height in cement sand mortar, Ratio 1:6. | Cum | 471.9 | 20104.29 | -do- | 9487214.45 |
| 4 | 4 | Cement Plaster (1:3) upto 1st floor height 20mm thick. | Sqm | 54.95 | 870.48 | -do- | 47832.88 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5 | 5 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:2:4. | Sqm | 1.11955 | 20451.78 | -do- | 22896.79 |
| 6 | 6 | PVC class 'B' Pipe 150mm (6") dia | Meter | 172.96 | 3622.06 | -do- | 626471.5 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Supply and spreading of crash stone/water born Gravel of ¾ Size. | Cum | 11.66 | 5336.09 | -do- | 62218.81 |
| 8 | 8 | Fillign watering & ramming earth under floor with surplus earth from foundations. | Cum | 156.72 | 342.78 | -do- | 53720.48 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Filling watering ramming earth under floor with new earth (Excavation from out side lead upto 30m and lift upto 1.5m. | Cum | 280.39 | 623.3 | -do- | 174767.09 |
| 10 | 10 | Earth work compaction (Soft, ordinary and hard soil) Ramming earth work behind etaining walls. | Cum | 280.39 | 131.71 | -do- | 36930.17 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 11 | 11 | Carriage of 3.0 cum or 5 meteric tons of all material like earth, silt, sand, stone aggregate, spwal, coal, lime, surkhi steel girders, M.S Sheet, M.S Bars etc or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means. lead upto 10Km | Cum | 280.39 | 767.52 | -do- | 215204.93 |
| | | | | | | GRAND TOTAL: | Rs11,526,245.52 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Protection Measures to Tower No. 55 of 500kV T/L Gatti-Rouch

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 55 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/18-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207072***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 55 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/18-2026-27) (*P207072*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 82)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 86)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 87)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 88)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 90)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 91)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 93)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 56 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/19-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 56 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/19-2026-27)**" with the reference of "**P207075**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 56 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/19-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207075** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Protection Measures to Tower No. 56 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/19-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P207075** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500 kv Grid Station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 11.224 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 5.612 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 2.806 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
| --- |
| 100 |

| Technical Marks | 100 |
| --- | --- |
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 11.224 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 5.612 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 2.806 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 56 of 500kV T/L Gatti-Rouch | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 340000 PKR |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 56 of 500kV T/L Gatti-Rouch

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Excavation in foundation of building, bridges and other structures including dibbing dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m. In ordinary soil. | Cum | 185.30475647364 | 710.07 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 131579.34842923 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:4:8. | Cum | 39.09 | 16256.82 | -do- | 635479.0938 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Brick work other than building including striking of joints up to 3.00 meters height in cement sand mortar, Ratio 1:6. | Cum | 470.24371202636 | 20104.29 | -do- | 9453915.9572545 |
| 4 | 4 | Cement Plaster (1:3) upto 1st floor height 20mm thick. | Sqm | 50.24 | 870.48 | -do- | 43732.9152 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5 | 5 | Cement concrete plan including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:2:4. | Sqm | 1.120381327644 | 20451.78 | -do- | 22913.792429083 |
| 6 | 6 | P/L PVC class ‘’B’’ Pipe line with specials for internal dia 150 mm. | Meter | 162.951 | 1875.07 | -do- | 305544.53157 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Supply and spreading of crash stone/water born Gravel of ¾ Size. | Cum | 7.29 | 5336.09 | -do- | 38900.0961 |
| 8 | 9 | Borrow pit excavation undressed lead upto 50 m a) Ordinary soil | Cum | 436.36 | 458.19 | -do- | 199935.7884 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | 10 | Earth work compaction (Soft, ordinary and hard soil) Ramming earth work behind retaining walls. Layer thickness 6" | Cum | 436.36 | 131.71 | -do- | 57472.9756 |
| 10 | 11 | Carriage of 3.0 cum earth by truck or any other means. lead upto 10 Km | Cum | 436.36 | 767.53 | -do- | 334919.3908 |
| | | | | | | GRAND TOTAL: | Rs11,224,393.89 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Protection Measures to Tower No. 56 of 500kV T/L Gatti-Rouch

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 56 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/19-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207075***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 56 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/19-2026-27) (*P207075*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

# Integrity Pact

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 81)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 85)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 86)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 87)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 89)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 90)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 92)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
|---|---|---|---|
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measures to Tower No. 57 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/20-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measures to Tower No. 57 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/20-2026-27)**" with the reference of "**P207084**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measures to Tower No. 57 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/20-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207084** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

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# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Protection Measures to Tower No. 57 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/20-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P207084** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kv Grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
|---|
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
|---|---|
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 4.027 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 2.013 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 1.006 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

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# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 4.027 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 2.013 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 1.006 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measures to Tower No. 57 of 500kV T/L Gatti-Rouch | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 120 Days<br>Quantity: 1/job | 1/job | 125000 PKR |

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# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measures to Tower No. 57 of 500kV T/L Gatti-Rouch

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Excavation in foundation of building, bridges and other structures including dibbing dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m. In ordinary soil. | | 78.16 | 710.07 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 55499.07 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:4:8. | | 16.34 | 16256.82 | -do- | 265636.44 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Brick work other than building including striking of joints up to 3.00 meters height in cement sand mortar, Ratio 1:6. | | 167.39 | 20104.29 | -do- | 3365257.1 |
| 4 | 4 | Cement Plaster (1:3) upto 1st floor height 20mm thick. | Sqm | 10.27 | 870.48 | -do- | 8939.83 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5 | 5 | Cement concrete plan including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:2:4. | Sqm | 0.56 | 20451.78 | -do- | 11453 |
| 6 | 6 | P/L PVC class ‘’B’’ Pipe line with specials for internal dia 150 mm. | Metetr | 63.8306 | 1875.07 | -do- | 119686.84 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Supply and spreading of crash stone/water born Gravel of ¾ Size. | Cum | 1.64 | 5336.09 | -do- | 8751.19 |
| 8 | 8 | Borrow pit excavation undressed lead upto 50 m a) Ordinary soil | Cum | 141.73 | 458.19 | -do- | 64939.27 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Earth work compaction (Soft, ordinary and hard soil) Ramming earth work behind retaining walls. Layer thickness 6" | Cum | 141.73 | 131.71 | -do- | 18667.26 |
| 10 | 10 | Carriage of 3.0 cum earth by truck or any other means. lead upto 10 Km | Cum | 141.73 | 767.53 | -do- | 108782.03 |
| | | | | | | GRAND TOTAL: | Rs4,027,612.03 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Protection Measures to Tower No. 57 of 500kV T/L Gatti-Rouch

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measures to Tower No. 57 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/20-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207084***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measures to Tower No. 57 of 500kV T/L Gatti-Rouch (FO/CIVIL/FSD/20-2026-27) (*P207084*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

# Integrity Pact

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 81)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 85)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 86)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 87)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 89)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 90)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 92)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
|---|---|---|---|
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Protection Measure of Tower No. 676, 879, 880 & 892 of 500KV T/L Brotha Gatti- I (FO/CIVIL/FSD/21-2026-27)
## (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Protection Measure of Tower No. 676, 879, 880 & 892 of 500KV T/L Brotha Gatti- I (FO/CIVIL/FSD/21-2026-27)**" with the reference of "**P207090**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Protection Measure of Tower No. 676, 879, 880 & 892 of 500KV T/L Brotha Gatti- I (FO/CIVIL/FSD/21-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207090** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder’s performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| **BDS Clause Number** | **ITB Number** | **Amendments of, and Supplements to, Clauses in the Instruction to Bidders** |
|---|---|---|
| A. Introduction | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br><br>The subject of procurement is:**Protection Measure of Tower No. 676, 879, 880 & 892 of 500KV T/L Brotha Gatti- I (FO/CIVIL/FSD/21-2026-27)**<br><br>Expected commencement date: **Monday, February 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br><br>Name and identification number of the Contract: **P207090** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **3** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kv Grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 14.572 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 7.286 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 3.643 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
|---|
| 100 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 14.572 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 7.286 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 3.643 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Protection Measure of Tower No. 676, 879, 880 & 892 of 500KV T/L Brotha Gatti- I | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 175 Days<br>Quantity: 1/job | 1/job | 450000 PKR |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Protection Measure of Tower No. 676, 879, 880 & 892 of 500KV T/L Brotha Gatti- I

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Excavation in foundation of building, bridges and other structures i/c dibbing, dressing, refilling around structurewith excavated earth watering and ramming lead up to 30m and lift upto 1.5 m | Cum | 642.48 | 710.07 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 456205.7736 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:4:8 | Cum | 87.25 | 16256.82 | -do- | 1418407.545 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Brick work other than building including striking of joints up to 3.00 meters height in cement sand mortar, Ratio 1:6 | Cum | 536.49 | 20104.29 | -do- | 10785750.5421 |
| 4 | 4 | Cement Plaster (1:3) upto 1st floor height 20mm thick SP | Sqm | 89.04 | 870.48 | -do- | 77507.5392 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5 | 5 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:2:4 | Sqm | 4.7 | 20451.78 | -do- | 96123.366 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6 | 6 | P/L,P.V.C Pipe into trenches, jointing & testing PVC class ‘‘B’’ Pipe line with specials for internal dia150mm | Meter | 156.94352 | 5157.37 | -do- | 809415.8017424 |
| 7 | 7 | Supply and spreading of crash stone/water born Gravel of ¾ Size | Cum | 20.9555 | 5336.09 | -do- | 111820.433995 |
| 8 | 8 | Filling watering ramming earth under floor with surplus earth from foundations. | Cum | 60.97 | 327.45 | -do- | 19964.6265 |

PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Filling watering ramming earth under floor with new earth (Excavation from out side lead upto 30m and lift upto 1.5m | Cum | 523.44 | 623.3 | -do- | 326260.152 |
| 10 | 10 | Earth work compaction (Soft, ordinary and hard soil) Ramming earth work behind etaining walls | Cum | 523.44 | 131.71 | -do- | 68942.2824 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 11 | 11 | Carriage of 3.0 cum or 5 meteric tons of all material like earth, silt, sand, stone aggregate, spwal, coal, lime, surkhi steel girders, M.S Sheet, M.S Bars etc or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means lead upto 10Km | Cum | 523.44 | 767.52 | -do- | 401750.6688 |
| | | | | | | GRAND TOTAL: | Rs14,572,148.73 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Protection Measure of Tower No. 676, 879, 880 & 892 of 500KV T/L Brotha Gatti- I

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Protection Measure of Tower No. 676, 879, 880 & 892 of 500KV T/L Brotha Gatti- I (FO/CIVIL/FSD/21-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207090***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Protection Measure of Tower No. 676, 879, 880 & 892 of 500KV T/L Brotha Gatti- I (FO/CIVIL/FSD/21-2026-27) (*P207090*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Integrity Pact

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 82)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 86)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 87)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 88)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 90)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 91)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 93)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

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# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Repair & Maintenance of 32 No F-Type Quarters (F-01 to F-32) 500kV Grid Station NGC Gatti, Faisalabad (FO/CIVIL/FSD/22-2026-27) (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Repair & Maintenance of 32 No F-Type Quarters (F-01 to F-32) 500kV Grid Station NGC Gatti, Faisalabad (FO/CIVIL/FSD/22-2026-27)**" with the reference of "**P207093**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Repair & Maintenance of 32 No F-Type Quarters (F-01 to F-32) 500kV Grid Station NGC Gatti, Faisalabad (FO/CIVIL/FSD/22-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207093** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder’s Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

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# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| **A. Introduction** | | |
| **1** | **1.1** | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Repair & Maintenance of 32 No F-Type Quarters (F-01 to F-32) 500kV Grid Station NGC Gatti, Faisalabad (FO/CIVIL/FSD/22-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| **2.** | **2.1** | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P207093** |
| **3.** | **3.1** | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| **B. Bidding Documents** | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 11:00 AM<br>Venue: 500kV Grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |
| D. Submission of Bids | | |
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br>Day *: **Tuesday***<br>Date:***December 08, 2026***<br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-5 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 48.519 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 24.259 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 12.129 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

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# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
| --- |
| 100 |

| Technical Marks | 100 |
| --- | --- |
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-5 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 48.519 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 24.259 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 12.129 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Repair & Maintenance of 32 No F-Type Quarters (F-01 to F-32) 500kV Grid Station NGC Gatti, Faisalabad | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 175 Days<br>Quantity: 1/job | 1/job | 1460000 PKR |

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# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Repair & Maintenance of 32 No F-Type Quarters (F-01 to F-32) 500kV Grid Station NGC Gatti, Faisalabad

**Specifications / Requirements:**

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Dismantling cement concrete (1:2:4) | Cum | 114.45538596591 | 7171.92 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 820864.8717166 |
| 2 | 2 | Removing doors and windows with frame | Each | 150 | 855.39 | -do- | 128308.5 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Removing cement plaster | Sqm | 5894.2379182156 | 79.76 | -do- | 470124.41635688 |
| 4 | 4 | Cement plaster in ratio 1:4 up to ist floor height 13mm thick | Sqm | 5894.2379182156 | 631.19 | -do- | 3720384.0315985 |
| 5 | 5 | P/F, Steel frame for door of M.S angle iron 50x50x6mm M.S Flate 64x6mm and M.S Strap 50x30x3mm at 750mm c/c | Sqm | 264.87 | 14352.5 | -do- | 3801546.675 |
| 6 | 6 | Cement plaster (1:3) upto ist floor height 20mm thick | Sqm | 528.34572490706 | 870.48 | -do- | 459914.3866171 |

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 7 | 7 | Expanded metal 1/2"-3/4" (13 to 20 mm) Mesh. | Sqm | 858.35 | 1278.73 | -do- | 1097597.8955 |
| 8 | 8 | Dismantling cement concrete reinforcement from concrete cleaning and straightening the same | Cum | 6.4997239055332 | 11735.35 | -do- | 76276.534934799 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 9 | 9 | Supplying & Febrication of intermediate grade deformend reinforcement for RCC in slabs, beams, columns and pile caps i/c cutting bending laying in position i/c cost of binding wire | kg | 650 | 457.03 | -do- | 297069.5 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 10 | 10 | RCC work using coarse sand except the cost of steel reinforcement & its labour for bending and binding this rate is also includes all kinds of forms, moulds lifting shuttring, curing rendering and finishing etc complete Ratio 1:2:4 | Cum | 6.4997239055332 | 40543.98 | -do- | 263524.67603146 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 11 | 11 | P/installation of roof membrene felt 4mm thick complete in all respects | Sqm | 1124.500464684 | 1468.56 | -do- | 1651396.4024163 |
| 12 | 12 | providing and fixing steel doors without grill work on outer face of the door as per approved design of the engineer incharge | Sqm | 19.516728624535 | 25492.05 | -do- | 497521.42193309 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 13 | 13 | wiring light or fan point with 1/1.13 mm (3/0.029) PVC insulated wire in 19.1mm, 1.50mm thick PVC Conduit recessed in the wall or column complete with switch plastic plate celing rose/batten holder | Per point | 320 | 3851.64 | -do- | 1232524.8 |
| 14 | 14 | P/F, / connecting surface type 2 pin 5Amp S.P Plug socket as replacement on board | Each | 270 | 150.55 | -do- | 40648.5 |

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| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 15 | 15 | P/F, surface type 3 pin 15 Amp S.P Plug socket and switch as replacement complete with board. | Each | 98 | 851.88 | -do- | 83484.24 |
| 16 | 16 | P/F, A.C or D.C electric bell 200/250 volts as replacement | Each | 32 | 2338.53 | -do- | 74832.96 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 17 | 17 | Supplying and erection of celing fan best quality i/c wiring of down rod with 3/0.029 PVC Wire fixing or regulator, blade canopy etc | Each | 64 | 11086.74 | -do- | 709551.36 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 18 | 18 | P/F, Distribution board single phase 30 Amps 250 volts with 01 No. incomming circuit breaker 30 Amps. Single pole circuit breaker with N link on prepared board. | Each | 32 | 20944.54 | -do- | 670225.28 |
| 19 | 19 | P/L, into trenches, jointing & Testing PVC Class B Pipe line with internal diameter. 100mm | Meter | 320 | 2059.12 | -do- | 658918.4 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 20 | 20 | Dismantling, Disjointing, removing & Cleaning of external surface of G.I pipe line with specials 20mm dia | Meter | 480 | 186.12 | -do- | 89337.6 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 21 | 21 | P/L, Jointing and testing and commissioining of PPRC 25mm dia water supply pipes & Specials inside building & trenches with internal diameter Made of (Dadex/Master /Popular) with PN-20 i/c cost of solvent, specials, Making Jharries complete in all respect | Meter | 640 | 261.67 | -do- | 167468.8 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 22 | 22 | P/F, White Glazed earthen ware water closet squating type domestic indian pattern of best quality complete with some accessories | Each | 32 | 17185.88 | -do- | 549948.16 |
| 23 | 23 | P/F, Brass ball valve having diameter 20mm | Each | 32 | 1125.16 | -do- | 36005.12 |
| 24 | 24 | Floor trap 100mm x 50mm i/c 50mm concrete chamber all arround with C.I Grating | Each | 64 | 1341.48 | -do- | 85854.72 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 25 | 25 | P/F, C.P Bib Taps 13mm dia | Each | 96 | 1374.58 | -do- | 131959.68 |
| 26 | 26 | Gully Trap 100mm diameter of cement concrete (including 305mm x 305mm masonary chamber and C.I grating 150mm x 150mm) | Each | 64 | 6415.6 | -do- | 410598.4 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 27 | 27 | Cement concrete plain i/c placing, compacting, finishing and curing complete i/c screening and washing of stone aggregate) without shuttring Ratio 1:2:4 | Cum | 114.45538596591 | 20451.78 | -do- | 2340816.3735898 |
| 28 | 28 | Toping of cement concrete (1:2:4) i/c surface finishing & Dividing into panels | Sqm | 1692.3791821561 | 1459.83 | -do- | 2470585.901487 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 29 | 29 | Glass strips for dividing the flooring into panels. | Meter | 3818.3480646144 | 291.6 | -do- | 1113430.2956416 |
| 30 | 30 | Sunny grey / badal marble flooring 13 mm thick fine dressed on the surface in cement mortar 1:2 laid over 20 mm thick cement mortar 1:2 including rubbing & polishing complete in all respect. | Sqm | 2353.8104089219 | 4836.04 | -do- | 11383121.289963 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 31 | 31 | Deodar wood wrought joinary work in doors & windows etc. Fixed in position including chowkhat, holdfasts, hinges, iron tower bolts, chocks, cleats, handles end cords, with hook etc. deodar, panelled or pannelled and glazed or fully glazed: 45mm thick | Sqm | 58.550185873606 | 13436.67 | -do- | 786719.5260223 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 32 | 32 | Providing & Fixing flush door leaf as per CDO standard drawing. | Sqm | 58.550185873606 | 10560.78 | -do- | 618335.63197026 |
| 33 | 33 | P & Fixing aluminum window (sliding) with fly shutter 18SWG/1.2mm section shampean or any other colour and green or blind glass 5mm thick. | Sqm | 136.89591078067 | 19081.71 | -do- | 2612208.0697026 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 34 | 34 | P&F H.M.S pipe Grill (16 Swg) 13mmx13mm sq. pipes at 75mm centre to centre & 25mmx13mm outer frame as per approved design of the Engineer Incharge. | Sqm | 135.40892193309 | 6253.56 | -do- | 846787.81784387 |
| 35 | 35 | P & Fixing PVC doors with frame JJ stylecomplete in all respects | Sqm | 104.08921933086 | 6817.32 | -do- | 709609.51672862 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 36 | 36 | Flooring comprising of glazed tiles 6mm thick laid in white cement mortar 1:2 over 20mm thick cement mortar 1:2 complete Coloured | Sqm | 90.683085501859 | 6077.43 | -do- | 551120.10432156 |
| 37 | 37 | Glazed tile dado 6mm thick jointed in white cement & laid over 1:2 cement sand mortar 20mm thick i/c finishing | Sqm | 567.93680297398 | 6428.08 | -do- | 3650743.204461 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 38 | 38 | White glazed earthen ware wash hand basin domestic of supreme quality | Each | 32 | 30339 | -do- | 970848 |
| 39 | 39 | Distempering Two coats over and i/c cost of priming coat. | Sqm | 3987.6417286245 | 250.64 | -do- | 999462.52286245 |
| 40 | 40 | Weather shield paint 2 coats on new cement plaster surface | Sqm | 2241.54 | 413.74 | -do- | 927414.7596 |
| 41 | 41 | Painting to doors and windows any type painting new surface | Sqm | 368.2156133829 | 686.31 | -do- | 252710.05762082 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

| Sr. No | Ref. No. | Description | Unit | Qty | Rate | | Amount |
|---|---|---|---|---|---|---|---|
| 42 | 42 | Preparing surface and painting of guard bars, gates of iron bars, grating, railing, (including standards, braces, etc.) and similar open work. | Sqm | 138.033 | 429.91 | -do- | 59341.76703 |
| | | | | | | GRAND TOTAL: | Rs48,519,142.17 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Repair & Maintenance of 32 No F-Type Quarters (F-01 to F-32) 500kV Grid Station NGC Gatti, Faisalabad

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

### 25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

### 26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

### 27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

### 28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

### 29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Repair & Maintenance of 32 No F-Type Quarters (F-01 to F-32) 500kV Grid Station NGC Gatti, Faisalabad (FO/CIVIL/FSD/22-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P207093***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Repair & Maintenance of 32 No F-Type Quarters (F-01 to F-32) 500kV Grid Station NGC Gatti, Faisalabad (FO/CIVIL/FSD/22-2026-27) (*P207093*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

# Integrity Pact

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 96)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 100)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 101)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 102)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 104)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 105)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 107)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
|---|---|---|---|
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

# Standard Bidding Document

## Construction of Perimeter Boundary wall around TSG training center Gatti Faisalabad (FO/CIVIL/FSD/23-2026-27)
## (Works)

National

Single Stage-Two Envelope

*November 26, 2026*

*Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)),Senior Manager*
*Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).*
*Phone: +92-335-740-1577, Email: farjad.hassan@ngc.gov.pk*

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# REQUEST FOR BIDS

## PROCUREMENT OF CIVIL WORKS

1. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** has reserved Funds for the procurement planned for FY **2026-27**. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Construction of Perimeter Boundary wall around TSG training center Gatti Faisalabad (FO/CIVIL/FSD/23-2026-27)**" with the reference of "**P208080**".

2. The **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** invites sealed Bids from eligible Bidders for procurement of Works **(Construction of Perimeter Boundary wall around TSG training center Gatti Faisalabad (FO/CIVIL/FSD/23-2026-27))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit, Bank Guarantee**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/208080** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

# Instructions to Bidders

# A. INTRODUCTION

## 1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

## 2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

## 3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA)*.

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

# B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Evaluation and Qualification Criteria

Section VI Bidding Forms

Section V Eligible Countries

Section VI Works Requirements

Section VII General Conditions of Contract (GC)

Section VIII Particular Conditions of Contract (PC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 38 of the Public Procurement Rules 2026.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any

responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 34 of the Public Procurement Rules 2026 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 39 of the Public Procurement Rules 2026, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

# C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Comprising the Bids**

9.1. The Bid prepared by the Bidder shall constitute the following components: -

9.1.1. Documentary evidence established in accordance with ITB 9 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents

9.1.2. Documentary evidence established in accordance with ITB 10 that the Bidder has been authorized to carry out the Construction works;

9.1.3. Documentary evidence established in accordance with ITB 10 that the Bidder is eligible and/or qualified for the subject Bidding process;

9.1.4. Letter of Bid and Schedules and Bid Prices completed in accordance with ITB 11 and 12;

9.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 11.

9.1.6. Technical Proposal completed in all aspects in accordance with ITB 14.

9.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 16;

9.1.8. Any other Document required in the BDS.

9.2. In addition to the requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:

9.2.1. The bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;

9.2.2. 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.

9.2.3. For 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;

9.2.4. 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 Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

9.2.5. 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 and corresponding duties & responsibilities 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.

9.3. The Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all material, equipment and works which the Bidder proposes to execute.

9.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

9.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

9.4.2. any other procurement specific documentation requirement as stated in the BDS

9.4.3. The Bidder shall furnish in the Letter of Bid name(s) of the potential DAAB member(s) and attach their curriculum vitae. The list of potential DAAB member(s) proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to mutual review and agreement of the Parties in accordance with Sub-Clause 21.1 of the Conditions of Contract, and shall form the basis for the constitution of the DAAB in the event of Contract award.

## 10. **Documents Establishing Eligibility and Qualification of the Bidder**

10.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

10.2. The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the

bidder, at the time of submission of its bid, is from an eligible country as defined in Section-V titled as “Eligible Countries”.

10.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

10.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-III, Evaluation and Qualification Criteria and BDS.

10.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

10.3.3. That the bidder meets the qualification criteria listed in Section-III, Evaluation and Qualification Criteria and BDS.

## 11. **Letter of Bid and Schedules**

11.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 12. **Bid Prices**

12.1. The bid prices quoted by the bidder in the Bidding Forms, Bill of Quantities and in the Schedule to Bid, shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

12.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the

Procuring agency/Employer.

12.3. The Bid price to be quoted in the Form of Bid in accordance with ITB 11 shall be the total price of the bid.

12.4. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12.5. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

12.6. Prices quoted by the Bidder shall either be fixed or adjustable during the Bidder's performance of the contract if specified in the BDS

12.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

## 13. **Currencies of Bid and Payment**

13.1. The unit rates and the prices shall be quoted by the Bidder entirely Pakistani Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent Pakistani Rupees. Comparison of Bids and tie of Bid shall be treated in accordance with the Public Procurement rules 2026, rule no. 42.

## 14. **Documents Comprising the Technical Proposal**

14.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to

demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

15. **Bid Validity Period**

15.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

15.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 37 of the Public Procurement Rules, 2026.

16. **Bid Security or Bid Securing Declaration**

16.1. Pursuant to ITB 10.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section IV (Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline, failing which shall result in rejection of Bid as non-responsive.

16.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in

the **BDS** which shall be in any of the following:

16.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

16.2.2. A cashier's or certified cheque; or

16.2.3. Another security as indicated in the **BDS**.

16.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Schedule to Bid or another form approved by the Procuring agency/Employer prior to the bid submission.

16.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 16.9 are invoked.

16.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 16.1 or 16.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 25.

16.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 15. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

16.6.1. The expiry of the Bid Security;

16.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

16.6.3. The rejection by the Procuring agency/Employer of all Bids;

16.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

16.7. The successful bidder’s Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 38, or furnishing the performance security (or guarantee), pursuant to ITB 39.

16.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

16.8.1. if a Bidder:

16.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 15.2; or

16.8.2. In the case of a successful bidder, if the bidder fails:

16.8.2.1. to sign the contract in accordance with ITB 38; or

16.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 39.

16.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

17. **Withdrawal of Bids**

17.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before Bid submission deadline

18. **Format and Signing of Bid**

18.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

## D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 39 of the Public Procurement Rules, 2026. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Withdrawal, Substitution and Modification of Bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 20.1**.

# E. OPENING AND EVALUATION OF BIDS

## 23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 40 of the Public Procurement Rules, 2026 and as specified in the BDS.

## 24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 38 of the Public Procurement Rules, 2026.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

## 26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or

omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GC** and the **PC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding Document.
“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 28, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 25, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. Subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 39.3**.

29. **Conversion to Single Currency**

29.1. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the Public Procurement Rule 2026, rule no. 42(2) as specified in the BDS

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 25**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 27;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## 32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## 33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## 34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids in accordance with the Public Procurement Rules 2026 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low Bid means, a Bid containing Bid price that is less or lesser than twenty five percent (25%) of the Procuring agency/Employer's estimate.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 10.**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 10**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

# F. AWARD OF CONTRACT

## 36. **Criteria of Award**

36.1. Subject to **ITB 34 and 35**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

## 37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Successful Bidder in accordance with Public Procurement Rules 2026 rule no. 26(3).

## 38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 45 of the Public Procurement Rules, 2026. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

## 39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 48 of the Public Procurement Rules, 2026.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 39** and signing of the contract in accordance with **ITB 38**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 39**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 16**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 65 of the Public Procurement Rules, 2026 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

# H. MECHANISM OF BLACKLISTING

## 46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 25 of the Public Procurement Rules, 2026 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|---|---|---|
| A. Introduction | | |
| 1 | 1.1 | Name of Procuring Agency:**Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))**<br>The subject of procurement is:**Construction of Perimeter Boundary wall around TSG training center Gatti Faisalabad (FO/CIVIL/FSD/23-2026-27)**<br>Expected commencement date: **Monday, February 15, 2027** |
| 2. | 2.1 | Financial year for the operations of the Procuring Agency:**2026-27**<br>Name and identification number of the Contract: **P208080** |
| 3. | 3.1 | JV/Consortium or AssociationAllowed: **Yes**<br>Number of JV/Consortium Members: **03** |
| B. Bidding Documents | | |

| | | |
|---|---|---|
| **4.** | **6.2 & 6.4** | The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026<br>Pre-Bid Meeting: Wednesday, December 2, 2026 12:00 AM<br>Venue: 500kV Grid station Gatti, Faislabad |
| **5.** | **7.2** | Any addendum, in case issued, shall be published on **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North))** website and on **EPADS v2.0**. |

## C. Preparation of Bids

| | | |
|---|---|---|
| **6.** | **8.1** | List of documents required along with the bid: No |
| **7.** | **9.1** | The qualification criteria to establish the supply / production capability of the bidder.<br>*see Eligibility Criteria* |
| **8.** | **11.2** | **Works and Their relateddocuments:**<br>*See section Required Scope of Work* |
| **9.** | **11.1** | Price schedule will be provided according to the format defined and acquired.<br>*see section price schedule.* |
| **10.** | **11.4** | **Specifications:**<br>*see section of specifications.* |

| | | |
|---|---|---|
| **11.** | **11.5 & 13.5** | The price shall be **Fixed**.<br>The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment. |
| **12.** | **14.1** | Currency of the Bids shall be : **PKR** |
| **13.** | **16.1** | The Bids/Bid Validity period shall be: **150 Days** |
| **14.** | **17.1** | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6** |
| **15.** | **17.2** | The Bid Security shall be in the form of: **Call at Deposit, Bank Guarantee** |
| **16.** | **15.1** | Alternative Bids to the requirements of the bidding documents willnot be permitted. |

## D. Submission of Bids

| | | |
|---|---|---|
| **17.** | **18.1 & 21.1** | Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;<br>**Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**<br>Bids that are not submitted on EPADS v2.0 shall be disqualified.<br>The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM** |

## E. Opening and Evaluation of Bids

| | | |
|---|---|---|
| **18.** | **24.1** | The Bids opening shall take place on **EPADS v2.0**.<br><br>Day *: **Tuesday***<br><br>Date:***December 08, 2026***<br><br>Time *: **11:30 AM*** |
| **19.** | **30.2** | Selection technique adopted will be: **Least Cost Based Selection (LCBS)**<br>*see Evaluation Criteria* |

## F. Award of Contract

| | | |
|---|---|---|
| **20.** | **41.1 & 41.2** | The Performance guarantee shall: **10.00%**.<br><br>The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee** |
| **21.** | **45.1** | Arbitrator shall be appointed by mutual consent of the both parties. |

## G. Review of Procurement Decisions

| | | |
|---|---|---|
| **22.** | **37** | Grievance against this procurement shall be submitted online on EPADS v2.0. |

# Eligibility Criteria

**All Active Taxpayers** shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

| Required Registration |
| --- |
| FBR (NTN)<br>Punjab (PRA)<br>PEC |

| Eligibility Criteria | Document |
| --- | --- |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) | Yes |
| Registration with FBR, possessing a valid NTN and having Active Taxpayer Status. (Attach NTN) | Yes |
| Registration with the Punjab Sales Tax Authority and inclusion in the Active Taxpayer List (ATL). (Attach Registration) | Yes |
| Duly Completed Beneficial Ownership Declaration Proforma by the Bidder, in accordance with S.R.O. 592(I)/2022. (Attach Performa) | Yes |
| Integrity Pact (Attach Duly filled Document) | Yes |
| An Affidavit confirming that the Bidder has read, understood, and accepted NationalGrid’s Standard Operating Procedure (SOP) for Blacklisting of Contractors. (Attach Affidavit) | Yes |
| An Affidavit confirming that the Bidder has not been blacklisted by NationalGrid, WAPDA, DISCOs, any Government/Public Sector Department, or Donor Agency as of the date of submission of the Bid. (Attach affidavit) | Yes |

| | |
|---|---|
| Last 05 Years Financial statements audited by a certified accountant and valid UDIN Number as per directives of ICAP (Attach Documents) | Yes |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 10.524 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) | Yes |
| Minimum Average Annual Turnover of Rs. 5.264 Million in the Best Three Years During the Last Five Years. (Attach Detail) | Yes |
| Availability of financial resources of Rs. 2.632 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) | Yes |
| Positive Net Worth as per the Bidder’s Financial Statements for the Last One Year. (Attach Detail) | Yes |

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# Evaluation Criteria

**Least Cost Based Selection (LCBS)**

**Weightage**

| Technical Evaluation % |
| --- |
| 100 |

| Technical Marks | 100 |
| --- | --- |
| **Passing Marks** | **100** |
| Technical Evaluation Criteria | |
| Valid Pakistan Engineering Council Registration of C-6 (Attach Registration) (Quantitative)(Doc Required) | 25 |
| Experience of 02 Similar Nature Contracts combined total worth at least Rs. 10.524 Million, completed during the last 10 years, supported by Contract Agreements and Completion Certificates. (Attach Documents) (Quantitative)(Doc Required) | 25 |
| Minimum Average Annual Turnover of Rs. 5.264 Million in the Best Three Years During the Last Five Years. (Attach Detail) (Quantitative)(Doc Required) | 25 |
| Availability of financial resources of Rs. 2.632 Million plus 25% for next 3 months of the Bidder’s commitments (Attach Detail and Current Commitment Performa) (Quantitative)(Doc Required) | 25 |

# Jobs/Lots

**Jobs Without Lots :**

| Job | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Construction of Perimeter Boundary wall arround TSG Training center Gatti, Faisalabad. | Address: Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).<br>Schedule: 175 Days<br>Quantity: 1/job | 1/job | 325000 PKR |

# Related Services :

No

# Work Specifications and Market Rates

**Jobs Without Lots :**

**Job:** Construction of Perimeter Boundary wall arround TSG Training center Gatti, Faisalabad.

**Specifications / Requirements:**

| Sr. No | Ref No. | Description | Unit | Qty | Rate | Specifications | Amount |
|---|---|---|---|---|---|---|---|

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | Excavation in foundation of building, bridges and other structures including dibbing dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m. In ordinary soil. | Cum | 268.31 | 710.07 | Wapda standard Specifications 1998/Approved by O/o DG (C & SE) and Engineer Incharge | 190518.88 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | Cement concrete plian including placing, compacting, finishing and curing complete (including screening and washing of stone aggrigate) without shuttering. Ratio 1:4:8 | Cum | 21.31 | 16256.82 | -do- | 346432.83 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 3 | Reinforcement cement concrete work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rates also includes all kinds of forms moulds; lifting shuttering, curing, rendering and finshing the exposed surface (including screening and washing of shingle). a) In-situe in roof slabs, beams, columns, rafts, lintels and other | Cum | 73.43 | 43069.35 | -do- | 3162582.37 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 4 | 4 | Supplying and fabrication of intermediate grade deformed reinforcement for R.C.C. piles including cutting, bending, laying in position, welding and fastening including cost of binding wire; 60,000 PSI. | Kg | 6515.77 | 471.84 | -do- | 3074400.92 |
| 5 | 5 | Brick work in foundation and plinth in cement sand mortar Ratio 1:4. | Cum | 29.22 | 20011.58 | -do- | 584738.37 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6 | 6 | Filling watering ramming earth with new earth (excavated from outside) lead upto 30M and lift upto 1.5 m. | Cum | 158.81 | 623.3 | -do- | 98986.27 |
| 7 | 7 | Pacca brick work other than building including striking of joints up to 3.00 meters height in cement sand mortar, Ratio 1:4 | Cum | 52.44 | 20798.74 | -do- | 1090685.93 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8 | 8 | Cement Plaster (1:3) upto 1st floor height 13mm thick. | Sqm | 1145.23 | 631.19 | -do- | 722857.72 |
| 9 | 9 | Two coats of bitumen laid hot using 1.66Kg per Sqm. | Sqm | 48.42 | 667.73 | -do- | 32331.49 |
| 10 | 10 | P/L, Thermopore sheet 25mm thick. | Sqm | 7.08 | 1604.98 | -do- | 11363.26 |
| 11 | 11 | P/F, Aluminum Joint covers (gole) 75mm size on expantion joint. | Sqm | 61.6 | 637.16 | -do- | 39249.06 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 12 | 12 | Carriage of 3.00 cum or 5 metric ton of all material like earth, silt, sand, stone aggregate, spwal, coal etc lead upto 10KM. | Per Cum | 158.81 | 767.52 | -do- | 121889.85 |
| 13 | 13 | Weather shield paint three coats on new cement plaste surface | Sqm | 1150.13 | 601.98 | -do- | 692355.26 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 14 | 14 | Making and fixing steel grated door with 2.0mm thick sheeting including angle iron frame 50x50x10mm and 20mm square bars 100mm center to center with locking arrangement. | Sqm | 7.84 | 44210.1 | -do- | 346607.18 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 15 | 15 | Preparing surface and painting of guard bars, gates of iron bars, gratings, railings, (including standards, braces, etc.) and similar open works: | Sqm | 15.69 | 606.8 | -do- | 9520.69 |
| | | | | | | GRAND TOTAL: | Rs10,524,520.08 |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Scope of Work

Construction of Perimeter Boundary wall arround TSG Training center Gatti, Faisalabad.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Jobs

| # | Job Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

| # | Lot Title | Total Lot Price (PKR) | Country of Origin |
|---|---|---|---|
| 1 | [Lot 1 Title] | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

## 1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

***Number of GC Clause***

***Amendments of, and Supplements to, Clauses in the General Conditions of Contract***

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: Construction of Perimeter Boundary wall around TSG training center Gatti Faisalabad (FO/CIVIL/FSD/23-2026-27)**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager
Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-335-740-1577
farjad.hassan@ngc.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be ……

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P208080***

To: **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Senior Manager (Civil), Field Operations (North), NGP Gatti (General Manager Asset Management National Grid Company (NGC-North)), Senior Manager Gatti, Faislabad, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Construction of Perimeter Boundary wall around TSG training center Gatti Faisalabad (FO/CIVIL/FSD/23-2026-27) (*P208080*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Integrity Pact

# Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Performance Guarantee Form

Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

# Annexure

No Annexure Defined.

# Procurement Forms

## Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 84)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 88)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 89)

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 90)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 92)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 93)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 95)

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# Additional Forms and Documents

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| | | | |
|---|---|---|---|
| ☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and PKR equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| *[insert year]* | *[insert amount]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
| ☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br>☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), PKR Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: *[insert full name]*<br>Address of Procuring Agency: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]*<br>Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]* | *[insert amount]* |

# Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| No. | Name of Contract | **Employer's Contact Address, Tel, Fax** | **Value of Outstanding Work [Current Eq. PKR]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

# Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

| **Type of Financial information in (currency)** | **Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITA 14 for the exchange rate

**3. Financial documents**

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

# Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

| **Annual Turnover Data** | | | |
|---|---|---|---|
| **Year** | **Amount**<br>**Currency** | **Exchange rate***<br>**(If applicable)** | **PKR equivalent** |
| *[indicate calendar year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover ** | |

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.