
NATIONAL GRID COMPANY OF PAKISTAN (NGC)



Tender No. 03/XEN/SHB/2025-26

**“Procurement of Air Condition/Split IRO 220KV Shahibagh
Grid NGCP, Peshawar.”**

UNDER NGCP’S OWN RESOURCES

SINGLE STAGE SINGLE ENVELOPE

PREPARED BY:

OFFICE OF
DEPUTY MANAGER
220KV GRID STATION SHAHIBAGH
NGCP PESHAWAR

Feb-2026



**BIDDING DOCUMENTS
FOR
Tender No. 03/XEN/SHB/2025-26**

**“Procurement of Air Condition/Split IRO 220KV Shahibagh
Grid NGCP, Peshawar..”**

Name and address of the

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

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

Name (in Block Letter), designation and address of NGCP’s above officer

**(Engr. Muhammad Kamran)
Deputy Manager
220KV Grid Station Shahibagh
NGCP Peshawar**

Address: 220KV Grid Station Shahibagh Peshawar, Khazana Road, Peshawar, KPK.

Tel No. 091-5223071

Email ID: xen220kv.shahibagh@ntdc.com.pk

SUMMARY OF CONTENTS

Section No.	Description	Page No.
I	Invitation For Bids	ITB 1-2
II	Instructions To Bidders	ITB [3-19]
III	Bid Data Sheet	BDS [1-27]
IV	Form Of Bid & Appendices To Bid	A [1- 16]

INVITATION FOR BID

Bid Reference No. 03/XEN/SHB/2025-26

1. National Grid Company of Pakistan NGCP (Formerly NGCP) “the Employer”, responsible for Repair and Maintenance in the country, invites sealed bids for:

“Procurement of Air Condition/Split IRO 220KV Shahibagh Grid NGCP Peshawar.”

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

2. The Employer invites sealed bids from eligible firms or persons having similar prior verifiable experience of work with NGC or any other DISCOs or private firm.
3. Bidders may obtain further information from, inspect site and acquire the Bidding Documents from the Office of the Employer.

**Engr. Muhammad Kamran
Deputy Manager
220KV Grid Station Shahibagh
NGCP Peshawar**

Address: 220KV Grid Station Shahibagh Peshawar, Khazana Road, PO Box, Peshawar, KPK.

Tel No. 091-5223071

Email ID: xen220kv.shahibagh@ntdc.com.pk

5. A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of PKR 2,000 (Pak Rupees two thousand only) during working hours. The method of payment for purchase of Bidding Documents will be in the form of cash, pay order, bank draft in favor of Deputy Manager 220KV Grid Station Shahibagh, NGCP Peshawar for **Tender No. 03/XEN/SHB/2025-26.**
6. The documents may be collected in person or may be sent by courier services sent for an additional fee of Rs. 3,000/-. No liability will be accepted for loss or late delivery in such case. Bidding Document can also be downloaded from NGCP website i.e. www.ntdc.com.pk free of cost, however, purchase of Bidding Document is compulsory for participation

7. All bids must be accompanied by a Bid Security amounting to **Min 2% of the quoted Bid Value in Rupees** in the form of deposit at call or Bank Guarantee from any Scheduled Bank in Pakistan.
8. The Bids prepared in accordance with the instructions in the Bidding Documents must reach at the office of **Deputy Manager, 220kV Grid Station Shahibagh, Peshawar, KPK, Pakistan** on or before _____ through TCS Courier/Registered Post or by Hand.
9. Bids will be opened at **11:30 AM** on the same day, in the presence of Bidder's representatives who choose to attend at the same address.
10. The bidders must quote for the complete scope of work. Bids covering only a part of the work shall be rejected.
11. All bidders must fill in check list before submission of bid in their own interest as per Instructions to Bidders which is a mandatory requirement.
12. The Competent Authority reserves the right to reject all bids and to annul bidding process at any time prior to contract award as defined in Clause 33 of Public Procurement Rules 2004.

Engr. Muhammad Kamran
Deputy Manager
220KV Grid Station Shahibagh
NGCP Peshawar

Address: 220KV Grid Station Shahibagh Peshawar, Khazana Road, PO Box, Peshawar, KPK.

Tel No. 091-5223071

Email ID: xen220kv.shahibagh@ntdc.com.pk

SECTION I**INSTRUCTIONS TO BIDDERS**

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the Contract is signed.)

A. GENERAL**IB.1 Scope of Bid**

- 1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 **The source of funds will be NGCP own resources.**

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works EE-05 category.
 - b. Duly prequalified/enlisted with the Employer.
 - c. Having required work experience as mentioned in the advertisement.
 - d. Registered with FBR and other Federal and Provincial regulation agencies.

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid by himself. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS**IB.7 Contents of Bidding Documents**

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
- a. Instructions to Bidders.
 - b. Bidding Data.
 - c. Form of Bid & Appendices to Bid.
 - d. Bill of Quantities
 - e. Form of Bid Security.
 - f. Form of Contract Agreement.
 - g. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at

the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

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

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

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all Employers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources along with average annual maintenance turnover;
 - (ii) Work commitments since prequalification;
 - (iii) Current litigation information; and
 - (v) Availability of critical equipment.

and

- (c) furnish bid taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-M to Bid	Organization Chart for Supervisory Staff

 and other pertinent information such as mobilization program etc;

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

IB.12 Bid Prices

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

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

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

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

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

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
 - (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;

- (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
- (c) if the bidder is involved in Corrupt and/or fraudulent practices.
- (d) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all Employers of the Bidding Documents. Any modification of the Bidding Documents

listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

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

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

One copy of the contract documents containing the completed Tender, including appendices, and the Tender Guarantee, shall be enclosed in an envelope which shall be properly sealed.

19.2 Envelopes shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the contract as defined in the Bidding Data; and
- (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

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

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

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made,

final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price

analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

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

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

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

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

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

IB.31 Notification of Award

31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing

(“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).

- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

Section II

Bid Data Sheet

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

IB 1.1	<p>Name and address of the Employer:</p> <p>Name: National Grid Company of Pakistan (formerly NTDC). Represented by: Deputy Manager, 220KV Grid Station Shahibagh, NGCP, Peshawar Address: 220KV Grid Station Shahibagh Peshawar, Khazana Road, PO Box, Peshawar, KPK. Tel No. 091-5223071 Email ID: xen220kv.shahibagh@ntdc.com.pk</p>						
IB 1.1	The bidding is open to <i>[National Competitive Bidding (NCB)]</i>						
IB 1.1	<p>The name of the NCB is:</p> <p style="text-align: center;">“Procurement of Air Condition/Split IRO 220KV Shahibagh Grid NGCP, Peshawar.”</p> <hr/> <p>The identification number of the NCB is: Tender No. 03/XEN/SHB/2025-26</p> <p>The scope of work is as follows: <i>The scope consists of “</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">S#</th> <th>Description of Work</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>04-Ton Floor Standing Type AC Units with complete installation, taxes, wiring, piping etc</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>02-Ton Split Type AC Units with complete installation, taxes, wiring, piping etc</td> </tr> </tbody> </table>	S#	Description of Work	1.	04-Ton Floor Standing Type AC Units with complete installation, taxes, wiring, piping etc	2.	02-Ton Split Type AC Units with complete installation, taxes, wiring, piping etc
S#	Description of Work						
1.	04-Ton Floor Standing Type AC Units with complete installation, taxes, wiring, piping etc						
2.	02-Ton Split Type AC Units with complete installation, taxes, wiring, piping etc						
IB 2.1	Source of Funding: NGCP (Formerly NTDC) <i>own Resources</i>						
IB 3.1 (a)	<p>The existing sub clause 3.1(a) is deleted and replaced with following:</p> <p>The Invitation for Bids is open to all bidders in their sole capacity meeting the following requirements:</p> <p>i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in the relevant category (depending upon the value of proposed award) besides EE-05 valid License or had applied for renewal of license before submission of its bid.</p>						

	<p>ii) Contractor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority.</p> <p>iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed by NGCP/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. Further, the bidder shall submit an undertaking along with his bid that he has read and accepts the provisions of NGCP Policy for Blacklisting of Contractors (copy of policy attached with the bidding documents). Non-submission of this undertaking may result in the rejection of the bid. The undertaking will subsequently become part of the Contract Agreement as well</p> <p><i>[Note: NGCP's SOP for blacklisting of Contractors is included in this document for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]</i></p> <p>iv) The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf</p>
IB 3.1(b)	<p>Delete IB 3.1(b) and replace it with the following.</p> <p>Qualification of the Bidder</p> <p>To be qualified for award of a contract, the Bidder shall meet the qualification criteria delineated herein below:</p> <p>1. Working Experience:</p> <p>i) Entry-level: 2 year, typically involves assisting experienced technicians. ii) Technician: 2-5 years, involves installing and maintaining AC Systems. iii) 5 years involves complex installations, troubleshooting, and team leadership.</p> <p>*If the Bidder has executed these contract(s), he shall have carried out all the activities mentioned here before * For purpose of this clause, the experience shall be evidenced through Completion Certificates/Taking over Certificates etc. showing substantial completion of works.</p>

- iv) Such transmission lines must have been operating successfully for at least two (02) years prior to deadline for submission of bids.
- v) The Bidder shall submit with the Bid evidence in this regard including inter alia copies (with English translation) of the contract agreement(s), substantial completion certificate(s) and Defects Liability Certificate, duly notarized, for the contract(s).
- vi) The bidder shall have his own tension / stringing equipment along with associated T&P and critical equipment as per requirement of the project duly supported with documentary evidence/catalogues/drawings for undertaking such like works in good working condition. Alternatively, if not so, the bidder will identify the confirmed source of the said machinery, T&P etc. along with documentary evidence/catalogues/drawings and shall provide necessary guarantee/surety that he will arrange the said equipment in good working condition through its own resources prior to start of stringing activity. The aforementioned documentary evidence shall be submitted with the bid.

2. Key Personnel:

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

Electrical Engineer with valid PEC license having 03 years of relevant experience

The above personnel shall be graduate engineers or equivalent* [Any relevant qualification may be specified depending upon the role of the person].

* Note: The rejection of key personnel shall not result in rejection of the bid, however, bidder shall undertake to replace the key personnel with the acceptable to the Employer in case of award of contract.

3. Bidder's Financial Capability:

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

- i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last five (05) years shall be submitted by the Bidder. The Bidder's Financial Statements for the last One year

of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-N to Bid given in Section-III of the Bidding Documents).

- ii. Minimum average annual turnover of **5 million** calculated as best of three years total certified payments received for contracts in progress or completed, within the last 05 years. The average annual turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of the Bidding company provided the turnover is accrued from similar business activity as the Bidding company.
(Information to be submitted in prescribed Form QF-6 of Appendix-N to Bid given in Section-III of the Bidding Documents).
- iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which is being considered equal to **50 millions** plus 25% of the Bidder's commitments for running contracts. (Information to be submitted in prescribed Form QF-7 of Appendix-P to Bid given in Section-III of the Bidding Documents).

Notes:

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

- The Bidder shall provide his current work commitments in form specified in the Bidding Documents.
- The bidder shall provide bank certificate for his lines of credit on the prescribed Form specified in the Bidding Documents.
- *[Note: Credit Lines submitted after opening of bids shall not be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid.]*
- The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-P to Bid given in Section-III of the Bidding Documents.

In case of more than one Lot(s), Bidder is determined to be lowest evaluated substantially responsive in more than one Lot(s), qualification of the Bidder shall be assessed to meet the aggregate requirements for award of multiple Lots. [If, in this instant, the bidder qualifies for

	<p>multiple Lots, Purchaser will have right to open price bids for all lots and consider most economical offer/bid/combination at its discretion].</p> <p>4. <u>Bidder's Litigation History</u></p> <p>Bidders are required to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last five years. The Employer may disqualify bidder in the event that the total amount of pending or threatened litigation, arbitration or other claims represents fifty percent (50%) of the Bidder's net worth. Details in this regard should be submitted in the prescribed Form QF-9 given in Appendix-P of Section-III of Bidding Document.</p> <p>Construction Experience of subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder.</p> <p>The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.</p> <p>The above stated requirements are the minimum and the Employer reserves the right to request for any additional information. The Employer also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the Contract.</p> <p>The above stated Appendices should be completed as per prescribed format and submitted along with required attachments. The missing or incomplete information/ documents may render the bid substantially non-responsive. In this regard, the Employer does not have an obligation to request any document/certificates.</p>
IB 3.2	<p>The following sub clause is added after 3.1:</p> <p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> (i) they have controlling shareholders in common; or (ii) they receive or have received any direct or indirect subsidy from any of them; or (iii) they have the same legal representative for purposes of this bid; or (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder,

	<p>or influence the decisions of the Employer regarding this bidding process; or</p> <p>(v) A Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.</p>
IB 6.1	The Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labor, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the Employer as basis for any claim for compensation. The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in regard to rates quoted shall not be entertained or considered by the Employer.
IB 7.2	The Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.NGCP.com.pk .
IB 8.1	<p>The Sub-Clause 8.1 is amended to the following extent:</p> <p>No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Employer's response will be made not later than 7 days prior to the date fixed for submission of Bids.</p> <p>Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of Bids.</p>
IB 10.1	The bid with all accompanying documents and all communications in relation to or concerning the bidding Process shall be in English language and strictly on the forms provided in the bidding Documents. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the bid, the translation in English shall prevail. Any portions of Bids that are not in English may not be evaluated. Failure to comply with this may disqualify a bid.
IB 11.1	<p>i) Written Power of Attorney, duly notarized, authorizing the signatory of the bid to act for and on behalf of the Bidder;</p> <p>ii) Copies of Original Documents defining the constitution or legal status, place of registration and principal place of business of the bidder;</p>

	<p>iii) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(iv);</p> <p>iv) An Affidavit that the Bidder has read and accepts NGCP's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(iv) & ITB 38 of Bid Data Sheet of this document.</p> <p>v) Proof of purchase of Bidding Documents from the Employer;</p> <p>vi) Beneficial Ownership Declaration Performa dully filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf.</p> <p>vii) PEC license pursuant to Sub-Clause 3.1(i); and</p> <p>viii) Electronic/Soft copy of complete Bid in CD/DVD/USB/Pen Drive (dully protected as READ ONLY/End to End Encrypted) containing an electronic version of the Bid in PDF format scanned from the original bid. This should be enclosed in the sealed envelope containing the Original Bid. <i>In case of a discrepancy, the hard copy shall prevail. The soft copy shall not be considered as a replacement of hard copy.</i></p> <p>ix) Any other document required to be submitted in accordance with these Bidding Documents.</p>
IB 11.2	<p>Following is added at the end of Sub-Clause IB.11.2:</p> <p>“(f) The maximum J.V. partners shall not be more than three (03).”</p>
IB 12.5	The prices and bid evaluation should be without PST (Note: - There is no need to give separate column or line item for this purpose in BoQ / Price Schedule).
IB 13	<p>Clause IB.13 is substituted with the following:</p> <p>“The unit rates and prices shall be quoted by the Bidder entirely in Pak Rupees. All payments under the contract shall be made in Pak Rupees only. Bidders expecting to incur expenditures in currency(ies) other than Pak Rupees shall manage foreign currency(ies) at their own arrangement. The exchange risk in this regard, if any, shall be deemed to be included in unit rates and prices quoted by the Bidder.”</p>
IB 14.1	The period for Bid validity shall be minimum 200 days after the date of Bid opening. i.e 02/04/2026
IB 15.1	The amount of Bid Security shall be minimum 2% of the bid value
IB 15.2	<p>Sub-Clause IB.15.2 is substituted with the following:</p> <p>“The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the</p>

	<p>Employer on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date. For avoidance of doubt, a Bid Security issued by a foreign bank but not counter guaranteed by a Scheduled Bank in Pakistan [or a counter guarantee which impacts rights of Employer to encash the Guarantee on 1st written notice from Bank in Pakistan] shall not be acceptable and rejected as non-responsive.”</p> <p><i>[Any mode for submission of bid security apart from aforementioned like Swift Code or Crossed Cheque shall not be acceptable]</i></p> <p>If a bidder submits a Bid Security that has following discrepancies (to the extent mentioned against each), the Procuring Agency shall request the Bidder to submit a complaint bid security within fourteen (14) days of receiving such request. Failure to provide a complaint bid security within the prescribed period of receiving such a request shall cause the rejection of the bid. Any bid accompanied by bid security with deviation greater than the extent mentioned below shall be rejected:</p> <ul style="list-style-type: none"> i. Bid Security amount is short within 10% of Bid Security amount; and/or ii. Bid Security validity period is short by a maximum of two days iii. Any changes with respect to format/text which does not hurt the right of employer for encashment of the guarantee and does not limit the obligation of the bidder as required in the Bidding Document/Bid Security Format.
IB 15.6	<p>The following is added at the end of Sub-Clause IB.15.6:</p> <p>“(d) If the Bidder is found involved in corrupt and fraudulent practices.”</p>
IB 17.1	<p>Pre-bid meeting will be held as per the following schedule:</p> <p>Date: 24/03/2026 Time: 11.30AM Venue: DM 220KV Shahibagh Grid Peshawar.</p>
IB.19.1	<p>Sub-Clause 19.1 is substituted by the following:</p> <p>“The Bid (comprising the relevant documents as stated under Sub-Clause IB.11) shall be prepared. The ORIGINAL and COPY of Bid shall be sealed in envelope marked as such.</p>
IB 19.2 (a)	<p>Employer's address for the purpose of Bid submission:</p> <p style="text-align: center;">Deputy Manager 220KV GRID STATION SHAHIBAGH NGCP PESHAWAR Address: DM 220KV Shahibagh Grid Khazana Road Peshawar. Tel No. 091-5223071</p>

	Email ID: dmtlpeshawar@NGCP.com.pk
IB 19.2 (b)	<p>Name of the Project:</p> <p>“Procurement of Air Condition/Split IRO 220KV Shahibagh Grid NGCP, Peshawar..”</p> <p>Tender No: 03/XEN/SHB/2025-26</p>
IB 19.2 (c)	<p>Para (c) of Sub-Clause 19.2 is substituted by the following:</p> <p>The envelopes containing the Bid shall bear a warning not to open before the time and date for the opening of Bids</p>
IB 20.1 (a)	<p>Deadline for Submission of bid:</p> <p><i>Date: 02/04/2026</i></p> <p><i>Time: 10:30 A.M</i></p>
IB 20.1 (c)	<p>The delivery of the bid will be in person, by messenger and/or through post mail/courier only (preferably through TCS Courier).</p> <p><i>Notes to the Bidders: Any delivery through express mail/courier shall be made with proper subject of the tender being submitted and the intent of communication and shall be properly sealed/packed. NGCP will not be responsible for any late submittals or opening of bids on account of improper/missing markings on top of package</i></p>
IB 20.1	<p>Add the following new Para (e) at the end of Sub-Clause:</p> <p>“(e) Bids submitted through fax or email shall not be considered.”</p>
IB.23 23.1	<p>Bid Opening:</p> <p>Sub-Clause IB.23.1 is substituted by the following:</p> <p>The Employer shall open the Bid in public at the address, on the date, and time specified herein in the presence of Bidder’s designated representatives who choose to attend. The Bidders’ representatives who are present shall sign a register evidencing their attendance.</p> <p>Time: [11.00 A.M]</p> <p>Date: [02/04/2026]</p> <p>Address:</p> <p>Deputy Manager, 220KV Grid Station NGC, Shahibagh, Khazana Sugar Mill Road, Peshawar.</p> <p>Phone: 091-5223071</p> <p>Email: xen220kv.shahibagh@ntdc.com.pk</p>

IB 24.2	<p>Add the following new Sub Clause after IB 24.1:</p> <p>24.2 Bidders and their respective agents, suppliers, sub-contractors, representatives and anyone else on behalf of the bidder will not communicate or attempt to communicate directly or indirectly with the Employer, including any employees, directors, officers, agents or representatives of any of them during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Employer. Bidders will also not engage in any form of political or other lobbying whatsoever with respect to their Bids, or otherwise attempt to influence the outcome of the Competitive Bidding Process. In the event of any such communications or lobbying, Employer may at any time reject any Bid by that Bidder without further consideration.</p>
IB 25.1	<p>Add the following at the end of Sub-Clause 25.1:</p> <p>The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.</p>
IB 25.2	<p>Add the following new Sub-Clause:</p> <p>If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.</p>
IB 26.1	<p>Sub-Clause 26.1 is substituted by the following:</p> <p>"The Employer will determine whether Bid is substantially responsive to the requirements of the Bidding Documents."</p>

IB 26.2	<p>Sub-Clause 26.2 is substituted by the following:</p> <p>“A substantially responsive Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) meets the qualification criteria delineated at Sub-Clause IB.3A hereof; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. (v) has been properly signed; (vi) is accompanied by the required Bid Security; and (vii) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.</p> <p>A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.</p> <p>Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.”</p>
IB 26.4	<p>Following Sub-Clauses are added at the end of Sub-Clause 26.3:</p> <p>The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omits any material information required to be submitted by the Bidding Documents.</p>
IB 27.3	<p>Following Sub Clause is added after Sub Clause 27.2:</p> <p>If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.</p>
IB 28.1	<p>In case of Lots only Following Para is added at the end of the Sub-Clause 28.1: “The Works will be evaluated and compared on Lot basis.”</p>
IB 28.2	<p>In case of Lots only Following Para is added after the Para (c) of IB. 28.2: (d) applying cross discount in case of combination of Lots to arrive at least cost combination</p>
IB 28.4	<p>Following is added at the end of Sub-clause IB 28.4: “or the employer may require the successful Bidder to balance his bid.”</p> <p>In case of front-end loading or unbalanced price of any BoQ item, the Employer reserve the right to adjust the price with other BoQ items provided that ceiling of overall price remains the same.</p>

IB 28.5	<p>Following new Sub Clause is added after IB 28.4:</p> <p>The Employer will evaluate the Bids, including all clarifications, additional information, modifications and negotiated changes, by applying the Eligibility and Qualification Criteria. Without limiting the particular criteria, the Employer may take into account the following in the Evaluation of Bids:</p> <ul style="list-style-type: none"> i. Non-performance by a Bidder on previous contracts with Employer or others; ii. The quality of a Bidder's performance on previous contracts with Employer or others; iii. Anticipated or ongoing claims with or in connection with a Bidder; iv. Any security of safety concerns which Employer may have in respect of a Bidder or its facilities, subcontractors or suppliers; v. The results of any interview with a Bidder or supplied references; or vi. Any knowledge of or experience with a Bidder or its principals, directions, officers and employees. <p>The Employer may independently verify any information (including conducting credit, reference and other checks with respect to a Bidder) and consider such findings in its evaluation.</p> <p>Employer is not required to inform Bidders of how Bids were ranked in the evaluation process.</p>
IB 28.6	<p>Add the following new Sub-Clause IB 12.5:</p> <p>The Employer's evaluation of a Bid will exclude and not take into account Provincial sales Tax (PST).</p>
IB 29.1	<p>Add the words "for the respective Lot(s)" after the words "evaluated Bid Price" in 3rd line of this Sub-Clause.</p> <p>Add the following at the end of this Sub-Clause:</p> <p>"Provided further in case a Bidder is determined to be the lowest evaluated substantially responsive in more than one Lot, the aggregate requirements delineated under Sub-Clause IB.3 hereof shall apply."</p>
IB 29.2	<p>Following text is added at the end of Sub Clause 29.2</p> <p>The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.</p>

IB 30.1	<p>The Employer reserves the right to reject any bid on the following accounts, apart from those mentioned in the bidding documents:</p> <ul style="list-style-type: none"> i. Bidding Documents are not purchased by the bidder. ii. Bid is not received by the due date and time specified. iii. Cost of the bidding documents is not remitted. iv. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. v. Bid does not cover the complete scope of work. vi. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. vii. Deviations, conditionality or reservations have been introduced to any part of the bidding documents which may not be acceptable to the Employer in its sole discretion. viii. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. ix. Bid does not meet minimum acceptable standards of completeness, consistency and detail. x. Bid received from any Black listed Firm / Contractor. <p>If at any time it is found that a material misrepresentation of facts is made or uncovered; the information submitted by the bidder concerning his qualification was false and materially inaccurate or incomplete. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.</p>
IB 32.1	<p>The Bidder shall furnish an unconditional Performance Security, equal to ten percent (10%) of the Contract Price in the form prescribed in the conditions of Contract.</p>
IB 33	<p>Text of Clause IB.33 is deleted and substituted as follows:</p> <p>Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the successful bidder shall depute its representative duly authorized for formal signing of the Contract Agreement, Form of which is provided in the Bidding Documents.</p>
IB 37 37.1	<p>The following clause is hereby added: -</p> <p>(GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM)</p> <p>Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.</p>
37.1	<p>Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances</p>

	not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
37.2	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
37.3	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
37.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
37.5	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
37.6	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
37.7	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
37.8	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
37.9	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final
IB 38	The following Clause is hereby inserted: - (Mechanism of Blacklisting) 38.1. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; iii. Fails to abide by the its securing declaration; and iv. Submits false information (or) hides information on Beneficial Ownership Declaration Performa under S.R.O 592(I)/2022.
38.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or

	contractor from participating in public procurements of all the procuring agencies.
38.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
38.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
38.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
38.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
38.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
38.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
38.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
38.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
38.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring

	agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
38.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

Annexure - 1 to Bidding Data Sheet

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

POWER OF ATTORNEY

Know all men by these presents, we _____(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____R/o _____(name and address of residence) who is presently employed with us and holding the position of _____, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the (please state the name and address of the bidder) for Bidding Document No. [](the "tender"), including signing and submission of all documents and providing information / responses to National Grid Company of Pakistan (formerly NGCP), representing us in all matters in connection with our bid for the said tender.

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

For

(Signature)

(Name, Title, Email ID and Address)

Accepted

.....(Signature)

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

ACKNOWLEDGMENT

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

NAME

IDENTIFICATION DOCUMENT

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

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

NOTARY PUBLIC

F

Section -III: FORM OF BID AND APPENDICES

NAME OF WORK **“PROCUREMENT OF AIR CONDITON/SPLIT IRO 220KV GRID STATION SHAHIBAGH PESHAWAR”**

(Tender No. 03/XEN/SHB/2025-26)

TENDER

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

TO,

The Pakistan National Transmission and Despatch Company (NGCP) Lahore.

GENTLEMEN,

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

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

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

Dated. This day of 2025.

TENDERER’S ADDRESS& SEAL

TENDERER’S SIGNATURE

**Appendix A
To Tender****SCHEDULE OF MATERIALS TO BE SPLIED BY THE
EMPLOYER**

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

Sr.No	Hardware Material	Quantity	Rate(PKR)	Amount(PKR)
1	Shock Proof Packing for HV LV CBs	6		
2	Sealing Plates/Flanges of different sizes for Closing of open holes of Main Tank after Dismantling.	As per Requirement on site.		

BILL OF QUANTITIES

A	<u>DISCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>REMARKS</u>
1	<u>04 Ton Floor Standing Type AC Units complete installation, taxes, wiring, piping etc</u>	<u>NO</u>	<u>4</u>	Includes coordination with substation staff
5	<u>02 Ton Split Type AC Units complete installation, taxes, wiring, piping etc</u>	<u>NO</u>	<u>2</u>	Includes removal of jumper clamps

Appendix C
To Tender

FROM OF TENDER SECURITY

Security Executed on.....

(Name of Surety with address (not other than a schedule Bank in Pakistan)

Name of principle (Tenderer).....

Sum of Security (express words and figures).....

.....(Rs.....)

Date of Tender.....

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

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

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

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

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

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

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

Witness
(1).....
.....
(2)
.....
.....

SURETY
SEAL

STANDARD FORMS

BID SECURITY (Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with address _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

Guaranteed Amount/Sum of Security Rupees _____ (Rs. _____)

Bid Reference No. _____

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

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

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ___ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security

within the time stated above, or has defaulted in fulfilling the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

Witness:

Guarantor (Bank)

1. _____

Signature _____

Corporate Secretary (Seal)

Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

Name, Title & Address

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

Guarantee No. _____

Executed on _____

Expiry date _____

Guarantee Amount _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:

(Scheduled Bank in Pakistan)

Name of Principal (Supplier or Contractor) with address:

Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures)_____.

(Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

Letter of Acceptance No. _____ Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____

(Name of Contract) for the _____

(Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till the issuance of Warranty Certificate in accordance with Clause ____, Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end __ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ____ and ____, or contestations by any other party or person, any Sum or Sums up to the amount stated above, against the Employer's

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

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ and the Guarantor shall pay without objection any Sum or Sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

The Guarantee shall be a continuing security and shall remain in operation until ____ after the expiration, termination of the contract or any extension thereto.

PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.

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

Witness:	Guarantor (Bank)
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	_____
_____	Corporate Guarantor (Seal)
Name, Title & Address	

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);

- (e) The Particular Conditions of Contract;
- (f) The General Conditions;
- (g) The priced Bill of Quantities;
- (h) The completed Appendices to Bid;
- (k) _____ (any other)

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

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

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

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

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

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

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.
(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

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

GUARANTOR

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

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor (Seal)



