

BIDDING DOCUMENTS

Procurement of Multiple Type Clamps and Connectors

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)



**Manager, Asset Management (North), NKLP,
Lahore**

**NATIONAL GRID COMPANY (NGC)
PAKISTAN**

May, 2026

PREFACE

- This document is based on PPRA's Standard Documents (available on PPRA's website).
- This is 2nd version of the standard bidding document prepared on the initiative and guidance of BoD (NGC) and management.
- The document provides standard forms and provisions for NGC's projects, i.e., Goods for construction of Transmission Lines, Grid Stations & Ext/Aug works, etc.
- In the case of projects financed by IFIs, their SBDs may be used where applicable; however, this document may be taken as a reference for non-binding provisions.
- The document may be taken as the base for NGC procurement. However, the project formations may modify the document in case of any unconventional works. Some examples of such unconventional works include purchases of IT-related equipment, specific metering instruments of Laboratories, development of R&D facilities, repair of inventories/stores, furniture & fixtures, cameras, etc.
- The document is not static in nature, and suggestions for its improvements are highly encouraged. Any suggestions/comments/queries regarding the standard document may be conveyed/emailed with the subject **"Suggestions for improvement of NGC's SBD"** to the following addresses.

Manager, Asset Management (North), NKLP, Lahore
220kV Grid Station, NKLP, Lahore.

Email: tech.amnlhr@ntdc.com.pk *(Please strictly follow the "subject" convention to enable easy access to your emails.)*

BIDDING DOCUMENTS FOR PROCUREMENT OF MULTIPLE TYPES OF CLAMPS AND CONNECTORS

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *This Section contains provisions that are to be used without modifications.*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where the option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the clamps and connectors to be procured and the schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security, etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions, which contain clauses specific to this contract. This section may be customized where the option is available, in accordance with the requirements of the Procuring Agency.

Section IX - Contract Forms

This Section contains forms that, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom a Letter of Acceptance is issued.

Integrity Pact

The successful bidder shall be required to furnish the Integrity Pact as per the attached format.

Section X - NGC approved drawings of clamps

This Section contains NGC approved clamp drawings for reference.

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PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

NATIONAL GRID COMPANY LIMITED (NGC)



Invitation to Bids

Bid No. T-03/ 2025-26/ Manager/ NKLP
For

Procurement of Multiple Types of Clamps and Connectors

1. National Grid Company (NGC), a corporate entity formerly known as NGC, constituted after the restructuring of WAPDA, invites sealed bids from eligible firms/bidders **for the Procurement of Multiple Types of Clamps and Connectors** based on National Competitive Bidding (NCB) through a Single-Stage, Two-Envelope Procedure.

LOT No.	Name of Work
I	Procurement of Multiple Types of Clamps and Connectors Under Manager (Asset Management) North Lahore

2. Bidding documents, containing detailed terms and conditions, etc., are available electronically on the relevant link of the *e-Pak Acquisition and Disposal System (EPADS)*.
3. The documents and associated details may be downloaded from above mentioned web areas through the bidder's account on E-PADS.
4. The bids, prepared in accordance with the instructions in the bidding documents, must reach the via E-PADS on or before **02-06-2026 at 11:00 Hrs. PKT**. Bids submitted other than E-PADS will not be accepted. Bid Security is required to be submitted in Original (hard copy) before 02.06.2026 at 11:00 Hrs. Technical Bids will be opened the same day at **11:30 Hrs. PKT in the office of MANAGER Asset Management (North), NGC NKLP Lahore**. This advertisement is also available on E-PADS/ PPRA and NGC websites (www.ppra.org.pk & www.NGC.gov.pk).
5. NGC reserves all its rights regarding rejection of bids as defined in Clause 33(1) of PPRA Rules 2004.

MANAGER
Asset Management (North), NGC,
NKLP, Lahore.

SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Clamps and Connectors (Goods) as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements . The successful Bidders will be expected to deliver the said Clamps and Connectors within the specified period and timeline(s) as stated in the BDS .
2. Source of Funds	2.1	The source of funds is referred to in Clause 2 of Invitation for Bids.
3. Eligible Bidders	3.1	A Bidder may be a natural person, company firm public, private or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract following the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any of the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract. <i>(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, following the guidelines issued by the PPRA).</i>
	3.2	The appointment of the Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	A verifiable copy of the agreement that forms a joint venture, consortium, or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium, or association shall indicate the part of the proposed contract to be performed by each party and each party shall be evaluated (or post-qualified if required) concerning its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents/dealers subject to any

		provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that trade or business.
	3.6 .	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering except such procurements made by the foreign missions of Pakistan. For such purposes the bidder must initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	<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 have a conflict of interest with one or more parties in this Bidding process if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly, or indirectly with a firm or any of its affiliates that have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Clamps and Connectors to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.8	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> (a) he is declared bankrupt or, in the case of company or firm, insolvent. (b) payments in favor of the Bidder are suspended following the judgment of a court of law other than a judgment declaring bankruptcy and resulting (following the national laws) in the total or partial loss of the right to administer and dispose of its property.

		<p>(c) legal proceedings are instituted against such Bidder involving order-suspending payments and which may result, following the national laws, in a declaration of bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property.</p> <p>(d) The Bidder is convicted, by a final judgment, of any offense involving professional conduct.</p> <p>(e) The Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, performance failure, or breach of bid securing declaration.</p> <p>(f) The firm, supplier, and contractor are blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Bidders shall provide the Procuring Agency evidence of their eligibility and proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions, and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.
4. Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For this Bid, ineligible countries are stated in section 4 titled “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill in the country-of-origin declarations

		included in the Form of a Bid.
	4.5	If so, as required in the BDS , the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in the respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued following ITB 9.2 include: Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications & Schedule of Requirements. Section VI Forms – Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.3	The Invitation for Bids (Section-I) issued by the Procuring Agency is not part of the Bidding Documents. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in ITB 7.1 above, said Bidding Documents

		will take precedence.
	7.4	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring Agency or the signed pdf version downloaded from the website of the Procuring Agency. However, the Procuring Agency shall place both the PDF and the same editable version to facilitate the bidder in filling out the forms.
	7.5	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides a record of the content of communication at the Procuring Agency's address indicated in the BDS .
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or electronic form to any request for clarification provided that such request is received not later than three (03) days before the deadline for the submission of Bids as prescribed in ITB 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In the case of downloading the Bidding Documents from the website of PA, the response to all such queries will also be available on the same link available on the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents because of a clarification, it shall do so following the procedure under ITB 9 .
	8.5	If indicated in the BDS , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date, and time mentioned in the BDS . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirements, the Evaluation Criteria, or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the

		text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively using an Addendum according to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents according to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provides a record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum on the Procuring Agency’s web page identified in the BDS as per the rules of EPADS.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of the Bid if such an addendum is issued within the last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid, exchanged by the Bidder and the Procuring Agency, shall be written in the English language unless specified in the BDS . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
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<p>11. Documents and Sample(s) Constituting the Bid</p>	<p>11.1</p>	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Form of Bid and Bid Prices completed following ITB 14 and 15. b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established following ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process. d) Documentary evidence established following ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods. e) Documentary evidence established following ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents. f) Bid security or Bid Securing Declaration furnished following ITB 18. g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the BDS.
	<p>11.2</p>	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <ul style="list-style-type: none"> (a) submitted as part of the bid, in the quantities, dimensions, and other details requested in the BDS; (b) carriage paid. (c) received on, or before, the closing time and date for the submission of bids; and (d) evaluated to determine compliance with all characteristics listed in the BDS.
	<p>11.3</p>	<p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)-</p> <ul style="list-style-type: none"> (a) do(es) not conform to all characteristics prescribed in the bidding documents; and (b) is/are not submitted within the specified time mentioned in the Bid Data Sheet.
	<p>11.4</p>	<p>Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is</p>

		displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of the contract or exhaust of all the grievance forums (including those pending at the Authority’s Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	According to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services that the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> a) A detailed description of the essential technical specifications and performance characteristics of the Goods. b) An item-by-item commentary on the Procuring Agency’s Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. c) any other procurement-specific documentation requirement as stated in the BDS.
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following the commencement of the use of the goods by the Procuring Agency.

	12.5	For purposes of the commentary to be furnished according to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalog numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	According to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract, if its Bid is accepted, shall establish to the satisfaction of the Procuring Agency that: a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan. b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, and meets the qualification criteria specified in BDS. c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	The Bidder shall fill in the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format, and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively

		mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, <p>the procuring agency may fix the price of missing items following the market survey, and the same shall be considered as the final price.</p>
	15.4	The Bid price to be quoted in the Form of a Bid following ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	<p>Prices indicated in the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): <ul style="list-style-type: none"> i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: <ul style="list-style-type: none"> A. on the components and raw material used in the manufacturing or assembly of goods quoted ex-works or ex-factory. or B. on the previously imported goods of foreign

		<p style="text-align: center;">origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>ii) all applicable taxes which will be payable on the goods if the contract is awarded.</p> <p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their destination, if specified in the BDS.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the BDS.</p> <p>b) For goods offered from abroad:</p> <p>i) the price of the goods shall be quoted CIF named port of destination, CIP border point, or CIP-named place of destination, in the Procuring Agency’s country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country. or</p> <p>ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or</p> <p>iii) the price of goods quoted CFR port of destination (or CPT as the case may be) if specified in the BDS.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to the delivery of the goods from the port of entry to their destination, if specified in the BDS.</p> <p>v) the price of (incidental) services, if any, listed in the BDS.</p>
	15.7	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely to facilitate the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency’s right to contract on any of the terms and conditions offered: -</p> <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted as per applicable</p>

		<p>INCOTERMS as specified in the BDS.</p> <p>ii) all customs duties, sales tax, and other taxes applicable on goods or the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>b) For Related Services</p> <p>The price of the related services, and</p> <p>ii) All customs duties, sales tax, and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, according to ITB 28.
	15.9	If so, as indicated in the Invitation to Bids and Instructions to Bidders, Bids are invited for individual contracts.
16. Bid Currencies	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.</p>
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid security or bid securing declaration.
	17.2	Under exceptional circumstances, before the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for a period not more than the period of initial bid validity. The request and the Bidder's responses shall be made in writing or in electronic forms that provide a record of the content of the communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing it to execute of its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor

		permitted to modify its Bid but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration the above correction.
18. Bid Security or Bid Securing Declaration	18.1	According to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in the form of a fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) .
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of the Bidder's conduct which would warrant the security's forfeiture, according to ITB 18.9 .
	18.3	Bid Security shall be denominated in the local currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder. b) a cashier's or certified cheque; or c) another security if indicated in the BDS
	18.4	The Bid Security or Bid Securing Declaration shall follow the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency before the Bid submission.
	18.5	The Bid Security course shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration following ITB 18.1 or 18.3 shall be rejected by the

		Procuring Agency as non-responsive, according to ITB 28 .
	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency according to ITB 17. The Procuring Agency shall not claim the amount of Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the Bid Security. (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents. (c) the rejection by the Procuring Agency of all Bids. (d) the withdrawal of the Bid before the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract according to ITB 41 , or furnishing the performance security (or guarantee), according to ITB 42 .
	18.9	<p>The Bid Security may be forfeited, or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii) does not accept the correction of errors according to ITB 30.3; or b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> i) to sign the contract following ITB 41; or ii) to furnish performance security (or guarantee) following

		ITB 42.
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered unless specifically allowed for in the BDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When an alternative schedule for the delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating the different schedules for delivery of goods.
	19.3	If so, allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if there are any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before the bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must be according to EPADS conditions accompany the respective written notice.
	20.2	Bids requested to be withdrawn following ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare and the number of copies of the Bid as indicated in the BDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in the Single Stage One Envelope Procedure, the Bid shall include only copies of the technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written

		confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or person signing the Bidder.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	(a)Firms are required to submit their bids through e-PADS only. However, Bid Security is required to be submitted in original before bids submission deadline. (b)The Technical bid should be submitted as a single PDF file named “Tender [Tender Number] - TECHNICAL BID - [Name of Proposing Firm]”. (c)The Financial bid should be submitted as a single PDF file named “Tender [Tender Number] - FINANCIAL BID - [Name of Proposing Firm]”. (d)The Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains a virus.
	22.2	Deleted
	22.3	Deleted
	22.4	Deleted
	22.5	Deleted
23. Deadline for Submission of Bids	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS .
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents following ITB 9 , in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, following ITB 23 .
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected, and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency before the deadline for submission of Bids.

	25.2	A revised bid may be submitted after the withdrawal of the original bid following the provisions referred to in ITB 22 .
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E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date, and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in the case of the Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, is to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidder's names, the Bid prices, the total amount of each Bid, and any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be

		announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Any discount offered by a Bidder that is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder`s representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder`s Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, according to ITB 24 .
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution, or modification, the Bid price if applicable, including any discounts and alternative offers, and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders` representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder`s signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provide a record of the content of the communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation, and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may ask any Bidder for a clarification of its Bid including the breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide a record of the content of the communication.
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria. b) required scope of work or specifications. c) all securities requirements. d) tax requirements. e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide a record of the content of the

		communication.
29. Preliminary Examination of Bids	29.1	<p>Before the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4. b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents. c) has been properly signed. d) is accompanied by the required security; and e) is substantially responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.2	<p>A substantially responsive Bid conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services. b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights, or the Bidders obligations under the Contract; or c) if rectified, it would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	<p>The Procuring Agency will confirm that the documents and information specified under ITB 11, 12, and 13 have been provided in the Bid. If any of these documents or information is missing or is not provided following the Instructions to Bidders, the Bid shall be rejected.</p>
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i>Explanation: A minor informality, non-conformity, or irregularity is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on</i></p>

		<p><i>quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall allow the bidder to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <p>(a) <i>Submit the number of copies of signed bids required by the invitation.</i></p> <p>(b) <i>Furnish the required information concerning the number of employees.</i></p> <p>(c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i></p>
	29.5	<p>Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
	29.6	<p>Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable non-material nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>
	29.7	<p>If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.</p>
30. Examination of Terms and Conditions; Technical Evaluation	30.1	<p>The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC, and the SCC have been accepted by the Bidder without any material deviation or reservation.</p>
	30.2	<p>The Procuring Agency shall evaluate the technical aspects of the Bid submitted following ITB 22, to confirm that all</p>

		requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive following ITB 29 , it shall reject the Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected unless in the opinion of the Procuring Agency, there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected. b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and words, the amount in words will govern. d) Where there is a discrepancy between the total of the price schedule and the amount mentioned on the Form of Bid, the amount referred to in the Price Schedule shall be treated as correct subject to the elimination of other errors.
	31.2	The amount stated in the Bid will be adjusted by the Procuring Agency following the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited, or the Bid Securing Declaration may be executed following ITB 18.9 .
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed into the amounts in various currencies in which the Bid prices are payable. For comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common

		base for evaluation, along with the source and date of the exchange rate, are specified in the BDS .
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, according to ITB 29 .
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.3	The Procuring Agency's evaluation of a Bid will consider: <ul style="list-style-type: none"> a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax, and other similar/applicable taxes will be payable on the goods if a contract is awarded to the Bidder. b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes will be payable on the goods if the contract is awarded to the Bidder; and
	33.4	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) following applicable INCOTERM in the price of the goods offered from outside Pakistan.
	33.5	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted following ITB 15.1, take account of one or more of the following factors as specified in the BDS , and quantified in ITB 32.5: <ul style="list-style-type: none"> a) Cost of inland transportation, insurance, and other costs within Pakistan incidental to the delivery of the goods to their destination. b) the delivery schedule offered in the Bid. c) deviations in payment schedule from that specified in the Special Conditions of Contract. d) the cost of components, mandatory spare parts, and service.

		<ul style="list-style-type: none"> e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid. f) the projected operating and maintenance costs during the life of the equipment. g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications.
	<p>33.5</p>	<p>For factors retained in BDS, according to ITB 33.4, one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p><i>(a) Inland transportation from EXW/port of entry/border point, Insurance, and incidentals.</i></p> <p>Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to the Project Site named in the BDS will be computed for each Bid by the PA based on published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per the applicable INCOTERM price.</p> <p><i>(b) Delivery schedule.</i></p> <ul style="list-style-type: none"> i) The Procuring Agency requires that the goods under the Invitation for Bids should be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the BDS, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be

		<p>added to the Bid price for evaluation. No credit shall be given for early delivery.</p> <p style="text-align: center;">Or</p> <p>ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p style="text-align: center;">Or</p> <p>(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.</p> <p>(c) <i>Deviation in the payment schedule.</i></p> <p>i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated based on this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such an alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.</p> <p style="text-align: center;">Or</p> <p>ii) The SCC stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from</p>
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the schedule and if such deviation is considered acceptable to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the **BDS**.

(d) Cost of spare parts

- i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **BDS**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

Or

- ii) The Procuring Agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **BDS**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.

Or

- iii) The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the **BDS**, based on information furnished by each Bidder, as well as on the experience of the Procuring Agency or other Procuring Agency in similar situations. Such costs shall be added to the Bid price for evaluation.

(e) Spare parts and after-sales service facilities in Pakistan

The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding Documents, if quoted separately, shall be added to the

		<p>Bid price.</p> <p>(f) <i>Operating and maintenance costs</i></p> <p>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated according to the criteria specified in the BDS or the Technical Specifications.</p> <p>(g) <i>Performance and productivity of the equipment.</i></p> <p>(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the BDS will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the BDS or the Technical Specifications.</p> <p style="text-align: center;">Or</p> <p>(ii) Goods offered shall have minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. The evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the BDS or the Technical Specifications.</p> <p>(h) <i>Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	33.6	<p>If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS.</p>
34. Domestic Preference	34.1	<p>If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules,</p>

		regulations, regulatory guides, or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	In the case where the Procuring Agency adopts the Cost Based Evaluation Technique, the Bid with the lowest evaluated price from amongst in addition to this procuring agency satisfied with the presentation (including technical specifications etc) of product/ service/ material of the bidder, those that are eligible, compliant, and substantially responsive shall be the Most Advantageous Bid.
	35.2	<p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <ul style="list-style-type: none"> i. The Procuring Agency knows about the main features, usage, and output of the products; however not clear about the complete features, technical specifications, and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications, and functionalities; or ii. The Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of the Evaluation Criteria and may determine the ranking of the bidders based on combined evaluation following provisions of Rule 2(1)(h) of PPR-2004.</p>
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	<p>After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS.</p> <p>In the case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post-qualification.</p>
	36.2	Where the Bid price is abnormally low, the Procuring Agency shall perform price analysis either during the determination of the Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:

		<p>(a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low about the subject matter of the procurement (i.e., the scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract.</p> <p>(b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing and subsequently verify the Bid or parts of the Bid being abnormally low.</p> <p>(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned.</p> <p>(d) The Procuring Agency shall not incur any liability solely by rejecting an abnormally Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the Procuring Agency’s estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>Guidance for Procuring Agency: To identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <p>(i) Comparing the bid price with the cost estimate. (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</p>
	36.3	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract

		satisfactorily, following the criteria listed in ITB 13.3.
	36.4	The determination will consider the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, according to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	The procuring Agency may seek a "Certificate for Independent Price Determination" from the Bidder, and the results of reference checks may be used in determining the award of the contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping given all the essential aspects such as raw material, its processing, optimization of resources due to economy of scale, transportation, insurance, and margin of profit, etc.
	36.6	An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

37. Criteria of Award	37.1	Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: <ul style="list-style-type: none"> a) eligible following the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
38. Negotiations	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements.

		<p>(b) reduction of quantities for budgetary reasons, where the reduction is more than any provided for in the Bidding documents.</p> <p>(c) a minor amendment to the special conditions of the Contract.</p> <p>(d) finalizing payment arrangements.</p> <p>(e) delivery arrangements.</p> <p>(f) the methodology for the provision of related services; or</p> <p>(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	38.2	Where negotiation fails to result in an agreement, the Procuring Agency may invite the next-ranked Bidder for negotiations. Where negotiations commence with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39. Procuring Agency's Right to reject All Bids	39.1	Notwithstanding ITB 37 , the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time before the award of the contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e., PPR) may call from the Procuring Agency for the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the number of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Before the award of the contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for the acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency before the expiration of the Bid Validity period in writing or electronic forms that provide a record of the content of the communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and

		in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) following ITB 43 and signing the contract following ITB 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) according to ITB 43 , the Procuring Agency will promptly notify each unsuccessful Bidder the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders according to ITB 18.7 .
42. Signing of Contract	42.1	Promptly after notification of the award, the Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of the grievance by the GRC, and after fulfillment of all condition's precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, a purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder, it shall be in the form specified in the BDS which shall be in any of the following: <ul style="list-style-type: none"> (a) certified cheque, cashier's or manager's cheque, or bank draft. (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank. (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or (d) Surety bond callable upon demand issued by any reputable

		surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.
45. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government projects and procurement) as well as Bidders/Suppliers/Contractors under Government contracts, observe the highest standard of ethics during the procurement and execution of such contracts and will avoid engaging in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

46. Constitution of Grievance Redressal	47.1	The procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising the odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of the Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.
47. GRC Procedure	48.1	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 the provision of the Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days after the announcement of the technical evaluation report and five days after the issuance of the final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection to the 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 envelopes bidding procedure is adopted.
	48.5	The GRC, in both cases, shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file an Appeal before the Appellate Committee of the Authority on the prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respects, shall serve notices in writing upon all the parties to appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC, and the same shall be provided within the prescribed time.
	48.9	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.
	48.10	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.

G. MECHANISM OF BLACKLISTING

48. Mechanism of Blacklisting	49.1	<p>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:</p> <ol style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule 2 of Public Procurement Rules. ii. Fails to perform his contractual obligations; and iii. Fails to abide by the bid securing declaration;
	49.2	The show cause notice shall contain (a) 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.

	49.3	The procuring agency shall give a minimum of seven days to the bidder or contractor for submission of a written reply to the show cause notice
	49.4	In case, the bidder or contractor fails to submit a written reply within the requisite time, the Procuring Agency may issue notice for a personal hearing to the bidder or contractor/authorized representative of the bidder or contractor, and the procuring agency shall decide the matter based on available record and personal hearing if availed.
	49.5	In case the bidder or contractor submits a written reply to the show cause notice, the Procuring Agency may decide to file the matter or direct the issuance of a notice to the bidder or contractor for a personal hearing.
	49.6	The Procuring Agency shall give a minimum of seven days for the bidder or contractor to appear before the specified officer of the Procuring Agency for a personal hearing. The specified officer shall decide the matter based on the available record and personal hearing of the bidder or contractor if availed
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of the personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of the personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debaring 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.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of a decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in the blacklisting and debarment mechanism has been adhered to by the procuring agency.
	49.10	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 following the “Procedure of filing and disposal of a review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of the filing of the review

		petition
	49.11	The committee shall serve a notice in writing upon all respondents of the review petition. The notices shall be accompanied by the copies of the 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.
	49.12	The Authority based on the decision made by the committee 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 deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	<p>Name of Procuring Agency: National Grid Company (NGC)</p> <p>Address: The Manager, 220kV Grid Station, NGC, NKLP, Ferozpur Road, Lahore Telephone No. +92-42-35811422 Email: tech.amnlhr@ntdc.com.pk</p> <p>The subject of procurement: Procurement of Multiple Types of Clamps and Connectors for Various Grid Stations NGC.</p> <p>Period for delivery of goods: 60 days</p> <p>The commencement date for delivery of Goods: 60 days from the issuance of Notification of Award or Date of Signing of Contract Agreement whichever is earlier. Note: <i>In case of delay in signing the contract agreement due to late submission of Performance Guarantee or contract form, the delay shall be deductible from the period of delivery of goods. The Procuring Agency shall notify such delay while issuing the commencement date of delivery</i></p>
2.	1.2	<p>Add the following new sub-clause after Clause-1.1:</p> <ul style="list-style-type: none"> i. Bids for the partial scope of supply shall be liable to rejection. ii. Transportation of Material: <ul style="list-style-type: none"> a. Goods supplied under this Contract will be transported by the Procuring Agency (NGC) from the Port of Entry, Karachi at its own cost for the goods supplied from outside Procuring Agency's country. b. Goods supplied under this Contract will be transported by the Contractor from Ex-Works

		Pakistan to NGC designated site, i.e., A- Type Store, 220kV G/S NKLP, Ferozepur Road, Lahore, for the goods supplied from within Procuring Agency's country.
3.	1.3	Add the following new sub-clause after Clause-1.2: The Bidding is open on National Competitive Bidding (NCB) through the Single Stage Two Envelope (1S2E) procedure.
4.	2.1	The financial year for the operations of the Procuring Agency: 2025-26 Name of Project: Procurement of Multiple Types of Clamps and Connectors for various Grid Stations under Manager, Asset Management (North), NKLP, Lahore. Name of financing institution: NGC Name and identification number of the Contract: T-03/2025-26/ Manager/ NKLP
5.	3.1	“Any foreign country” may be replaced as “any foreign eligible country as stated in Section-IV of this Bidding Document.” The maximum number of members in the joint venture, consortium, or association shall be Not more than 03 (Three) .
6.	3.2	Add the following line at the end of Clause-3.2 The Power of Attorney is to be signed by legally authorized signatories.
		Written Power of Attorney, duly notarized, authorizing the signatory of the bid to act for and on behalf of the Bidder in the following manner: a) For local firms, board resolution and/or power of attorney provided on stamp paper worth Rs. 1000 or as per governing law, whichever is higher, are required. In case of non-submission or non-compliance of a valid power of Attorney, post-bid clarification can be sought to submit the same within fourteen (14) calendar days of receiving such request and its failure may lead to rejection of the bid.

8.	3.5	<p>The following shall be added at the end of Clause 3.5:</p> <ul style="list-style-type: none"> a) This Invitation for Bids is open to all Bidders having the nationality of an Eligible Country as stated in Section IV of this Bidding Document. b) The local Bidder shall be registered with the Income Tax and Sales Tax Departments and shall be on the Active Taxpayers List of the Federal Board of Revenue. c) The Bidder/manufacturer shall not be blacklisted by NGC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder/manufacturer should provide details of previous blacklisting, if any. An affidavit is to be provided by the Bidder/manufacturer that the Bidder/manufacturer is not blacklisted by NGC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids.
12.	4.2	<p>Add the following at the end of Clause-4.2</p> <p>For purposes of this Clause, the term “Goods” includes commodities, raw materials, machinery, equipment, and industrial plants.</p>
13.	4.5	<p>Demonstration of authorization by manufacturer: required.</p>

B. Bidding Documents

14.	7.1	The following paragraph shall be added. Volume-II 1. NGC's SOP for Blacklisting of Contractors 2. Specifications & Drawings
15.	7.2	The number of documents to be completed and returned is One (01) original and Two (02) copies (hard) After the Award of the Contract, the Supplier/Contractor will provide copies of 03 Nos. of Contract Agreement complete in all respect within ten (10) days from the signing of the Contract Agreement.
16.	8.1	In case of any clarification of Bidding Documents, such clarification(s) must be via: - Office The Manager, Asset Management (North), 220kV Grid Station, NGC NKLP, Lahore Postal Code: 54000 Telephone: +92-42-35811422 E-mail address: tech.amnlhr@ntdc.com.pk
17.	8.2	Replace the text of Clause-8.2 with the following: No request for clarification will be entertained which will be received later than 14 ¹ days before the date fixed for submission of Bids. The Procuring Agency's response will be made not later than 7 ² days before the date fixed for submission of Bids. Further, the mere request for clarification from the bidders shall not be grounds for seeking an extension in the deadline for submission of Bids.

C. Preparation of Bids

19.	10.1	The Language of all correspondences and documents related to the Bid is: English
20.	11.1	Delete the text of this Sub-Clause and substitute it with the following:

¹ No. of days can be increased / decreased depending upon the total bid preparation time.

² No. of days can be increased / decreased depending upon the total bid preparation time.

		<p>(For 1S2E)</p> <p>The Bid submitted by the Bidder shall be prepared in two (02) separate envelopes, one containing the “Technical Bid” and the other containing “Price Bid” comprising the following documents in the respective envelope:</p> <p>i. “Technical Bid”</p> <p>Form 1A: Letter of Bid – Technical Proposal Form 3: List of Related Services and Completion Schedule (Not Applicable) Form 4: Delivery & Completion Schedule Form 5: Schedule of Shipping Weights & Dimensions (Not Applicable) Form 6: Manufacturer’s Authorization Form 7: Specific Goods Data Form 8: Deviations From Technical Provisions Form 9: Deviations From Contractual Conditions Form 10: Declaration of Local Agent (Not Applicable) Form 11: List of Manufacturers/Subcontractors Form 12: Foreign Currency Requirements (Not Used) Form 13: Undertaking of Acceptance of and Compliance with the SOP for Blacklisting of Contractors Form 14A: Bidder Information Form Form 14B: Bidder’s JV Members Information Form Form 14C: General Information & Evidence of Manufacturer’s Capability Form 14D: Organization Chart Form 14E: Manufacturer’s Experience of Supply Record Form 14F: Performance Certificate-Summary of Operational Experience Form 14G: Current Contract Commitments Form 14H: Financial Data Form 14I: Annual Turnover Data Form 14J: Bank Certificate Form 14K: Financial Resources Form 14L: Pending Litigation Form 14M: Manufacturer’s Orders in Hand Form 14N: Manufacturer’s Orders in Pipeline Form 14O: Method of Assuring Quality of Goods</p>
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		<p>Form 14P: List of Quality Control/Laboratory Equipment (Not Applicable)</p> <p>Form 14R: Comfort Letter</p> <p>Form 16: Bid Security</p> <p>In addition to the above forms, the following documents/information shall be provided with the bid:</p> <ul style="list-style-type: none"> ii. Written Power of Attorney, duly notarized, authorizing the signatory of the bid to act for and on behalf of the Bidder in the following manner: iii. For local firms, board resolution and/or power of attorney provided on stamp paper worth Rs. 1000 or as per governing law, whichever is higher, are required. iv. In case of non-submission or non-compliance of a valid power of Attorney, post-bid clarification can be sought to submit the same within fourteen (14) calendar days of receiving such request and its failure may lead to rejection of the bid. v. Legal Registration Certificate vi. Copies of Documents defining the constitution or legal status, place of registration, and principal place of business. vii. An affidavit that the Bidder has not been blacklisted by NGC/WAPDA/DISCOs/any Government/Public Department/Donor Agencies at the time of submission of bids. viii. Proof of purchase of Bidding Documents from the Procuring Agency. ix. Beneficial Ownership Declaration Performa duly filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf x. Testing reports as per Clause BDS-28(3). <p>i). “Price Bid”</p> <p>Form 1B: Letter of Bid – Financial Proposal</p> <p>Form 2A: Price Schedules for Goods and Related Services Offered from Abroad (Not Applicable)</p> <p>Form 2B: Price Schedule: Goods Manufactured outside Pakistan, already imported.</p>
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		<p>Form 2C: Price Schedule for Domestic Goods Manufactured within Pakistan</p> <p>Form 14Q: Domestic Goods (Value added in Pakistan)</p> <p>The number of documents to be completed and returned is One (01) original and One (01) copy</p>
21.	11.2	Not Applicable
22.	11.3	Not Applicable
23.	11.4	Not Applicable
24.	11.5	Not Applicable
25.	11.6	Not Applicable
26.	12.3 (c)	Not Applicable
27.	12.4	Not Applicable
28.	13.3 (b) (i)	<p>Add the following Sub-clause in replacement of 13.3 (b)</p> <p>The qualification criteria required from Bidders in ITB 13.3(b) are modified as follows:</p> <p>To be qualified for the award of a Lot, the Bidder shall meet the experience, capability, and adequacy of resources as per criteria delineated herein below:</p> <ul style="list-style-type: none"> • Contract/Performance Requirements Experience • The Bidder must have completed supply contract(s) regarding substation/Transmission Line material within the last ten (10) years. The Bidder shall submit with the bid evidence in this regard including interalia copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of landing, inspection certificates, etc.) for the contract(s). • The bidder shall have one (1) year of Operational Experience or an accomplished period of 15 months after delivery of similar (or higher rating) equipment/material in the case of NGC/DISCOs network whichever is less. <p style="text-align: center;">(OR)</p> <ul style="list-style-type: none"> • Three (3) years of operational experience for other

		<p>networks. In this case, the bidder will have to furnish one operational certificate issued by the end user in favor of the manufacturer. from outside its country</p> <ul style="list-style-type: none"> • The bidder shall also submit copies of contract agreements duly notarized (along with a notarized translation in English if the original is in a different language) for these supplies. Further, the summary of operational experience shall be provided as per Form 14F. • Acceptance Testing <p>The Goods offered by the Bidder shall be tested following Section-V “Schedule of Requirements, Technical Specifications” of the Bidding Documents. In case of non-submission of test reports with the delivery or not meeting the requirements given in Section-V “Schedule of Requirements, Technical Specifications” of the Bidding Documents the material shall be rejected by the Procuring Agency, and the bidder shall be declared as non-responsive.</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 Forms.</p> <p>The above-stated requirements are the minimum and the Procuring Agency reserves the right to request any additional information. The Procuring Agency also reserves the right to reject the proposal of any Bidder if in the opinion of the Procuring Agency, the qualification details are incomplete, or ambiguous or the Bidder is found not qualified to satisfactorily fulfil the Contract.</p> <p>The above-stated Forms should be completed as per the prescribed format and submitted along with the required attachments. The missing or incomplete information/documents may render the bid substantially non-responsive. In this regard, the Procuring Agency does not have an obligation to request any documents/certificates.</p>
29.	13.3(c)	The Bidder shall submit a Declaration of Local Agent, if any, as per Form-10 .
30.	14.1	Add the following at the end of Clause 14.1

		All blank spaces shall be filled with the information requested.
31.	15.6 (a)(ii)	Ex-works price shall be inclusive of all taxes and duties except Sales Tax which will be dealt with according to SCC Clause-43 of Section-VIII: Special Conditions of Contract.
32.	15.7 (a) (iii), (iv) (optional)	For goods manufactured from within Pakistan, the price quoted shall be Ex-Works . The price for inland transportation shall also be quoted.
34.	15.8	The price shall be fixed unless the price adjustment formula is provided with the contract appendices. (The procedure issued by Pakistan Engineering Council (PEC) in May 2022 and or any latest version issued by PEC can be adopted in case of critical works. The indices and the factors for price adjustment shall be decided by the Engineer for each type of work as per PEC guidelines for each type/nature of goods/equipment/consulting and non-consulting services etc.)
35.	16.1	Replace the text of Clause 16.1 with the following: The Pakistani Bidders shall quote the unit rates and prices in Pak Rupees.
37.	17.1	The Bid Validity period shall be 180 (1S2E) days.
38.	17.3	Not Applicable
39.	18.1	The amount of Bid Security shall be <i>(5% of quoted rates)</i> The currency of the Bid Security shall be PKR.
40.	18.3	The clause may be deleted and replaced as below: The Bid Security shall be, at the option of the Bidder, in the form of a Deposit at Call (CDR, Pay Order, or banker's Cheque) or in the form of Bid Security 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 Procuring Agency (PA) on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date.
41.	18.9 (a) (iii)	The following sub-clause is added after Clause 18.9 (a) (ii):

		The Bid Securities of the Bidder(s) found involved in corrupt and fraudulent practices, shall be forfeited.
42.	18.10	<p>The following clause is added after Clause 18.9:</p> <p>A bid must be accompanied by an acceptable Bid Security that is unconditional, irrevocable, and callable. If a bidder submits a Bid Security course that has the 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 a deviation greater than the extent mentioned below shall be rejected:</p> <ul style="list-style-type: none"> i. The Bid Security amount is short within 10% of the Bid Security amount; and/or ii. The Bid Security validity period is short by a maximum of two days. iii. Any changes concerning format/text which do not hurt the right of the employer for encashment of the guarantee and do not limit the obligation of the bidder as required in the Bidding Document/Bid Security Format.
44.	20.3	<p>The following clause shall be added after 20.2.</p> <ul style="list-style-type: none"> i. The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked, and delivered following the provisions of Clause-22 of Section-II: Instruction to Bidders with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate. ii. No bid may be modified by a Bidder after the deadline for submission of bids except following ITB Sub-Clauses 20.1 and 31.2. iii. 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.
45.	21.1	The number of copies of the Bid to be completed and

		submitted shall be “One (01) Original + Two (02) Copies” . Or as designated in E-PADs.
46.	21.2	The authorization shall be in the form of written Power of Attorney, and it will be duly notarized, authorizing the signatory(ies) of the bid to act for and on behalf of the Bidder in the following manner: <ul style="list-style-type: none"> a) For local firms, board resolution and/or power of attorney provided on stamp paper worth Rs. 1000 or as per governing law, whichever is higher, are required. b) In case of non-submission or non-compliance of a valid power of Attorney, post-bid clarification can be sought to submit the same within fourteen (14) calendar days of receiving such request and its failure may lead to rejection of the bid.

D. Submission of Bids

47.	22.2 (a)	The bid shall be submitted via E-PADs through relevant bidder’s login.
48.	22.2 (b)	Title of the subject Procurement or Project name: Procurement of Multiple Types of Clamps and Connectors for various grid stations under Manager Asset Management (North), NKLP, Lahore ITB title and No: T-03/ 2025-26/Manager/NKLP Time and date for submission: 2-06-2026 at 11:00 Hrs.
49.	22.4 (b)	Replace 22.4 (b) with the following: Bear the name and identification number of the contract as defined in the Bidding Data and the outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bids, following ITB 23.1. The envelopes containing the Price Bid shall bear a warning not to open until advised by the Procuring Agency following ITB 26.6.
50.	23.1	The deadline for Bid submission is: <ul style="list-style-type: none"> a) Day: Tuesday b) Date: 02-06-2026 c) Time: 11:00 Hrs.

E. Opening and Evaluation of Bids

51.	26.1	<p>The Technical bid opening shall take place only on E-PADs in the office of Manager, Asset Management (North), NKLP, Lahore.</p> <p>Day: Tuesday Date: 2-06-2026 Time: 11:30 Hrs.</p>
52.	27.4	<p>Add the following sub-clause after 27.3.</p> <p>Bidders and their respective agents, manufacturers/suppliers, representatives, and anyone else on behalf of the Bidder will not unsolicited communicate or attempt to communicate directly or indirectly with the Procuring Agency including its employees, directors, officers, or representatives during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Procuring Agency.</p> <p>Bidders will also not engage in any form of political or other lobbying whatsoever concerning their Bids or otherwise attempt to influence the outcome of the Competitive Bidding Process. In the event of any such communications or lobbying, the Procuring Agency may at any time reject the Bid submitted by that Bidder without further consideration.</p> <p>Further, Anonymous Communications will invariably be destroyed by their recipient, and no action of any kind will be taken on them, nor any notice be taken of their contents.</p>
53..	28.5	<p>Add the following sub-clause after 28.4.</p> <p>If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
54.	31.1	<p>Add the following after 31.1 (d)</p> <p>(e) If there is a discrepancy between the quantities of an item mentioned in the Bidding Document and quoted by the Supplier/Contractor in his bid, the quantity mentioned in the Bidding/Tender Document shall prevail and the total price shall be corrected accordingly.</p>
55.	32.2	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is PKR.</p>

		The date of the exchange rate shall be the Date of bid opening.
56.	33.5	<p>The clause may be deleted and replaced as under: In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted following BDS Clause-35, take account of one or more of the following factors and quantified hereunder: Following evaluation methods for price adjustments will be followed:</p> <ul style="list-style-type: none"> i. Price Adjustment for Technical Compliance ii. Price Adjustment for deviation in the delivery schedule. <p>(i) Price Adjustment for Technical Compliance</p> <p>The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied by taking the highest price quoted by other Bidders being evaluated in detail in their original Bids for the corresponding item. In the event of non-availability of price from other Bidders, the price will be estimated.</p> <p>(ii) Price adjustment for deviation in the delivery schedule</p> <p>For Bids indicating delivery before specified days set out in Form-4 of Section-VI: Standard Forms, no credit will be given in this evaluation.</p> <p>Bids indicating delivery later than specified days set out in Form-4 of Section-VI: Standard Forms shall be adjusted in this evaluation by adding a factor of 0.05% of the Discounted Corrected Total Bid Price for each Calendar Day of the delivery later than the specified days. Bids indicating delivery beyond 30 days later than the specified days set out in Form-4</p>

		of Section-VI: Standard Forms shall not be considered and rejected as non-responsive.
59.	35.1	<p>Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification, and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any) and having the lowest evaluated cost (or financial proposal) shall be considered the highest ranked bid.</p>
60.	35.2	Not Applicable
F. Award of Contract		
61.	40.1	<p>The percentage of increase or decrease in the number of Goods shall not exceed 15%.</p> <p>This increase or decrease in quantity is different than a Repeat Order which can be placed after the award of the contract.</p>
62.	43.1	The Performance Security (or guarantee) shall be 10 percent of the Contract Price.
63.	43.2	<p>Delete 43.2 (b), (c), (d) and replace it with the following:</p> <p>The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of a Guarantee from any Scheduled Bank in Pakistan or a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.</p> <p>The cost of complying with the requirements of this Sub-Clause shall be borne by the Supplier.</p>
67.	45.1	An arbitrator shall be appointed by mutual consent of both parties.
68.	46.1	<p>Add the following at the end of Clause 46.1</p> <p>For this provision, the term “Corrupt and Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts to influence</p>

		a procurement process or the execution of a contract, collusive practices among bidders (before or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.
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G. Review of Procurement Decisions

69.	49.1	The clause is augmented with the following text: - <i>“And submission of false (or) hiding information on Beneficial Ownership Declaration Performa required S.R.O. 152(I)/2022”</i>
70	49.10	The Address of PPRA to submit a copy of the grievance: Review Petition Committee Authority, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254
71.	49.13	The following clause may be added: NGC blacklisting policy shall be applicable; however, in case of any conflict between NGC policy and PPRA procedure, the latter shall prevail.

Cost Components for Computing Landed Cost

A. Domestically Produced/Manufactured Goods from Category-I or Category-II

1. Ex-Works Pakistan Price quoted by the Bidder (including all duties and taxes levied on the components and raw materials used in the manufacturing of the offered Goods)
2. Insurance will be taken as Nil since the same will be borne by the Bidder/Supplier
3. Sales Tax, calculated at the applicable rate on Ex-Works Pakistan Price given at Sr. No. 1 above.
4. Inland Transportation Charges from Ex-works in Pakistan to A-Type Store, 220kV Grid Station NGC NKLP Lahore (including loading/unloading)
5. Net Cost/Landed Cost of Domestically Produced/Manufactured Goods=1+2+3+4

Note-I: The above factors for value addition shall be substantiated with a Certificate issued by the Engineering Development Board (EDB), Pakistan.

Note-II: Any updates or changes by the Engineering Development Board from time to time shall be incorporated.

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement regard to nationality, except bidders of other nationalities.

The following country is eligible to participate in the procurement process:

1. Pakistan

**SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL
SPECIFICATIONS**

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date, which is the date of delivery.

(i) at EXW premises,

Sr. No.	Description	Quantity (Nos.)	Delivery schedule (shipment) in weeks/months
1	220kV Isolator (make: CEME) male finger contact	8	60 days
2	220kV Isolator (make: CEME) female finger contact	64	
3	132kV Isolator (make: MG) male finger contact	12	
4	132kV Isolator (make: MG) female finger contact	24	
5	220kV & 132kV Isolator (make: Ping Ding Shan) female finger contact	24	
6	Connector OBHF	12	
7	Connector OMHF	124	
8	Connector ODMHP5.5	6	
9	Connector 90DBH40	15	
10	Connector PGHH	47	
11	Connector ODMHF	28	
12	Cleats for Connector 90MEP4.0/60	30	
13	Dead-end bodies for Hawthorne	18	
14	Connector 90BHH40	23	
15	Connector TDBH40	49	
16	Connector TDMHH	100	
17	Connector 90MHHHF	3	
18	Connector 90MHHH60	3	
19	Connector ODMHP 6.0"	5	
20	Connector OMHP 6.0"	5	

21	Connector TDMHP 6"	4	
22	Connector EBSP 4.0"	8	
23	Connector EBSP 5.5"	8	
24	Connector EBSP 3.0"	5	
25	Connector OMHP 3.0"	14	
26	Connector EBSP 6.0"	6	
27	Connector ODMHP 6.0"	6	
28	Connector OMHP 6.0"	5	
29	Connector ODBH40	50	
30	Connector ODMH	29	
31	Connector 90BH40	95	
32	Connector TBH40	11	
33	Connector ODBFF	30	
34	Connector 90BP4,60	5	
35	Connector 90MEP4.5	10	
36	Connector 90MP4,F	10	
37	Connector OBP4,60	10	
38	Connector ODBH60	5	
39	Connector OBMHF	20	
40	Connector OMEP3,5F	10	
41	Connector OMEP4F	20	
42	Connector OMPAF	10	
43	Connector OMP4,40	5	
44	Connector TBH40	10	
45	Connector TMHH	20	
46	Connector TMP4H	5	
47	Connector TMPS,30	5	
48	Connector SH-400	20	
49	Connector 90BEP 5.5/40	6	

SPECIAL PROVISIONS

SP-01 SCOPE OF SUPPLY

The scope of supply includes the following Goods to meet:

SP-02 DRAWINGS

SP-02.1 Drawings in Contract

SP-02.1.1 Specification Drawings

The specification drawings contained in the Contract Documents show the Specifications and Scope of material to be supplied by the Supplier.

SP-02.1.2 Approved Drawings

The manufacturing shall be carried out following the approved drawings/data as per NGC Specification P-176:2011 and/ or relevant drawings issued/ updated and approved by NGC. *Furthermore, it is emphasized that the whole supply of connectors and clamps requires at least 03 cleats instead of 02 cleats (where applicable) due to local/ ground realities regarding environment and market.*

SP-03 STANDARDS AND TYPICAL DESIGN

SP-03.1 General

The Specifications cite or imply International Standards and typical designs for Goods. Other equivalent standards and typical designs are equally acceptable if they in no way detract from the quality, safety, or operational ability of the Goods furnished. However, when standards or typical designs other than those cited or implied are offered by a bidder, he shall outline in his Contract the alternative standards proposed so that a direct comparison can be made before Contract Award. Each specific difference from the Specifications shall be indicated by the bidder. If no alternatives are set forth by the bidder, it will be assumed that the offered Goods will follow the International Standards and typical design as cited or implied in the Specifications.

Where the documents provide requirements for manufacturing by specifying a standard, such as, for example, one of the international standard organizations that has its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries, will be accepted provided the requirements thereof, in the sole opinion of the Engineer, are at least

equal to the requirements of the standards specified. The bidder may propose an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required by the Engineer and shall submit a written demonstration that his proposed standard is equivalent or superior to the one specified herein. The submission must be made in the English language. Moreover, the bidder shall also supply a copy of the latest revision of the standards used in his bid.

SP-03.2 Applicable Standards and Codes

- (1) All Goods and designs shall generally follow the latest revision of the standards specified in the Technical Provisions except where specifically directed otherwise. If these Specifications conflict with any or all the standards stated in the Technical Provisions, these Specifications shall have precedence and shall govern.
- (2) In case deviation from the above standards is minor, approval of the Engineer may be given to use other national standards prevalent in the country of manufacture. No departure from the standards specified will be considered after the Contract has been awarded unless specific authorization is requested in writing from the Engineer.

SP-05 PACKING AND MARKING

SP-05.1 Packing

- (1) Supplier shall prepare and pack all Goods for shipment/delivery following the requirements of the Contract Documents and in the best possible manner to withstand damage or loss from repeated handling and extremes of climate during transportation and storage at Site. All Goods shall be packed to guarantee safe transportation of the Goods to the Site under any conditions and limitations which may be encountered. The manner of packing shall be such that it protects the Goods against breakages, damage, and losses from the factory until it arrives at its destination at the Site.
- (2) The final packing shall be such that the weight and dimensions of packages are within reasonable limits to facilitate handling, storage, and transportation.
- (3) Before any shipment/delivery is made, the Supplier shall get detailed drawings of the packing approved by the Engineer.

SP-05.2 Container Marking

In addition to labels and marking indicated above all packages, bundles, containers cases, or boxes shall be clearly and boldly marked on two opposite sides and the top and all reels on both sides are as follows:

Ultimate Consignee	Assistant Store Officer, A-Type Store, 220kV Grid Station NGC, NKLP, Lahore, Pakistan.
Destination	A-Type Store, 220kV Grid Station NGC, NKLP
Contract No.	<u>042-35811422</u>
Name of Project:	Procurement of Multiple Types of Clamps and Connectors for various grid stations under Manager Asset Management North, NKLP, Lahore
Weight and Dimension	_____
Serial Number	_____
The inscription	"NGC"

SP-06 TRANSPORTATION OF GOODS

SP-06.1 General

The Supplier outside of the Procuring Agency's country shall transport the Goods from its place of manufacture or origin to the Procuring Agency's port and insurance thereof from its place of manufacture up to the storage site/warehouse and shall be solely responsible for the selection of routes and carriers, and expediting so that all shipments are safely and expeditiously transported and arrived at Karachi Sea Port. The Supplier shall carry out insurance from its warehouse to the Procuring Agency's warehouse / designated site and shall cover all risks, including inland transportation from Karachi/ any other port in the Procuring Agency's country to its warehouse / designated site.

SP-07 SHOP INSPECTION AND ORDERS FOR GOODS

SP-07.1 Inspection

Unless otherwise authorized by the Engineer, no Goods shall be shipped from its point of original manufacture or final shop assembly before it has been inspected and approved by the Engineer.

SP-07.2 Goods Orders

The Supplier shall, if requested, provide the Engineer with unpriced copies of the Supplier's purchase orders for Goods or approved sub-Contracted supply at the time any such orders are placed. The Supplier shall also provide the Engineer with any other relevant information requested to ensure proper expediting and scheduling of the deliveries.

SP-07.3 Acceptance of Materials

The approval by the Engineer of any Goods before shipment shall in no way relieve the Supplier of any of his responsibilities for meeting all of the requirements of the Specifications and shall not prevent subsequent rejection if such Goods are later found to be defective or not conforming to the Specifications.

SP-08 SCHEDULE AND MEETINGS

SP-08.1 Schedule

- (1) The Supplier shall manufacture & supply the Goods following the dates/periods specified in **Form-4 of Section-VI: Standard Form**. The Supplier shall regularly review the Schedule and notify the Engineer promptly of any revisions which in his view may be required from time to time.
- (2) Each group of Goods shall be completely delivered. The Supplier shall keep the Engineer informed of the progress of the Contract and notify the Engineer approximately one (1) week in advance, in writing, as to when the Goods will be ready for inspection and for shipping, and shall supply lists covering each consignment in sufficient detail to enable the Engineer to check the contents of the packages.
- (3) In preparing the Delivery and Completion Schedule, the Supplier shall fully consider the requirements (and possibilities). Progress of all shipments shall be continuously monitored, and the Supplier shall provide staff or agents to expedite all shipments to ensure compliance with the approved Delivery Schedule.

SP-08.2 Meetings

- (1) Soon after the date of the Award of Contract, the Engineer will, with the approval of Procuring Agency require a meeting with Procuring Agency and the Supplier at a place mutually agreed upon, to discuss scheduling of drawings & data, manufacture, testing & inspection, scheduled sequences of

delivery and other similar problems which may be pertinent to the completion of the Project.

- (2) From time to time during the execution of the Contract, the Engineer may call meetings as deemed necessary for progress monitoring and proper execution of the Contract.
- (3) As requested by the Engineer, the responsible representatives of the Supplier shall attend such meetings.
- (4) All expenses incurred by the Supplier for attending such meetings shall be borne by the Supplier and shall not be reimbursable.

SP-09

COMMUNICATIONS WITH THE ENGINEER

According to the definition of Engineer, Sub-Clause 1.1(q) of the Particular Conditions of Contract, the Engineer has established a Project Office at Lahore to which the Supplier shall address all communications for the approval of drawings and other submittals, etc., as follows:

Assistant Manager (Tech),
O/o Manager, Asset Management (North), NKLP, Lahore
Tel: +923357411166
Email: tech.amnlhr@ntdc.com.pk

TECHNICAL SPECIFICATIONS

1.0 GENERAL

- 1.1 All designs, equipment, materials, and workmanship shall comply with and be tested following the requirements of the specifications. Equipment or parts, which are not covered by the specifications, shall comply with rules, codes, and regulations of the International Electro-technical Commission, or approved National Standardizing bodies.
- 1.2 In case of contradiction between the technical requirements mentioned herein and the relevant specifications appended with the tender, the former shall prevail.
- 1.3 The specific reference in these specifications and documents to any material/equipment by brand name, make, or catalog number shall be constructed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar materials/equipment provided they meet the specified standard, design, and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable the Procuring Agency to determine its acceptability. Procuring Agency shall be the sole judge on the acceptability or otherwise of such alternative material/equipment.
- 1.4 The Bidder should note that standards for workmanship, material, and equipment, and reference to brand names or catalog numbers designated by the Procuring Agency in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in its Bid if it demonstrates to the Procuring Agency satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specifications.
- 1.5 The contract shall be executed in strict conformity with the specifications and/or Drawings given or mentioned in this section, and the supplier shall do no Work without proper specifications, instructions, and/or Drawings.
- 1.6 Specifications and/or drawings are intended to complement each other so that anything is shown on the drawings as required, but not mentioned in the specifications or vice versa. It shall be of like effect as if shown or mentioned in both. If any errors, omissions, or discrepancies are found in the figures, specifications, and/or drawings, or if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Procuring Agency, whose written explanation and/or clarification shall be obtained before proceeding with the work.
- 1.7 Approval by the Procuring Agency does not relieve the Manufacturer/Supplier of their responsibility to do the work following the Contract.

- 1.8 The Manufacturer/ Supplier shall be responsible for any discrepancies, errors omissions in any drawings or other particulars supplied by him, whether the Procuring Agency has approved such drawings or particulars or not.
- 1.9 All drawings and documents furnished by the Manufacturer/Supplier following the Contract shall become the property of the Procuring Agency.
- 1.10 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- 1.11 NGC reserves the right to delete or increase/decrease any item from any Lot before the award of the contract.

2. LANGUAGE

All correspondence, literature, drawings, diagrams, applicable data, equipment details, instructions and maintenance books and manuals, and descriptive data shall be in the English language.

3. TESTS AS APPLICABLE

- 3.1 The equipment offered shall be tested as per the revised NGC test policy and following the relevant provisions of the specifications. The said policy is attached to this document.
- 3.2 The bidder shall furnish test certificates for the said equipment along with the material delivery. In case of non-submission of test reports or if test reports supplied are not to the satisfaction of the Engineer, the bidder shall consent to perform all tests on the equipment following the NGC test policy within the quoted bid price and stipulated delivery time. The tests shall be witnessed by one authorized representative/ inspector(s), one nominated by the Engineer of the Procuring Agency. All expenses in connection with this witnessing shall be borne by the bidder, as per the bidding document Section-VIII: Special Conditions of Contract, SCC Clause-21. All test certificates/reports, reference lists, etc. shall be in the English language.
- 3.3 All equipment being supplied shall conform to test requirements and shall be subject to routine tests following the requirements stipulated under respective sections.
- 3.4 The sample test must be carried out on at least 10% of clamps/connectors or one (01) of each type other than the supplied quantity. The testing must be carried out from an approved laboratory, e.g., HV&SC Lab Rawat/Faisalabad or equivalent. The sample tests are as follows, but not limited to:
 - i. Visual inspection and dimension test.
 - ii. Temperature rise test.

- iii. Resistance test.
- iv. Strength test.

4. DETAILED TECHNICAL SPECIFICATIONS

- 4.1 The following technical specifications, appended at the end of the bidding document, shall apply. The requirements indicated in subsequent clauses shall also have to be met. In case any requirements given in the said clauses differ from those given in the main specification, the requirements given herein shall prevail.

5. PRE-DELIVERY / PRE-SHIPMENT INSPECTION

All the machinery /equipment /goods shall be subject to pre-delivery/pre-shipment inspection as per relevant specifications and contract conditions.

6. SCHEDULE OF TECHNICAL DATA (SPECIFIC GOODS DATA)

Schedules for Technical Data/ Specific Goods Data regarding equipment/ material be supplied are provided in **Form-7 of Section-VI: Standard Form** of this bidding document. The bidder is required to fill in the requisite schedule of technical data and submit the same with the bid. A bid without a Schedule of Technical Data/ Specific Goods Data (filled in) shall be considered non-responsive.

All allied equipment/material offered as a part of the main equipment may have (preferably) values over and above IEC ratings/values if not specified in the NGC specifications.

SECTION VI: STANDARD FORMS

A. STANDARD FORMS FOR (Single Stage Two Envelope Procedure)

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FORM 1A

LETTER OF BID – TECHNICAL PROPOSAL

Date:

Bid for Contract No:

To

Gentlemen and/or Ladies:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery and Completion Schedule, the Goods as stated below on[*mention CIF Karachi or Ex-Works Pakistan*] basis.

[Bidder to delete item(s) not quoted in its Bid]

- (c) We undertake that the Bid Security and Schedules, Form-2A, 2B & 2C as per requirements of the Bidding Documents are enclosed with the Price Bid.
- (d) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to submit a Performance Security for the due performance of the Contract;
- (f) We understand that our Bid (Technical Bid & Price Bid), together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____;
- (h) We are not participating as Bidders, in more than one Bid in this bidding process in accordance with the Bidding Documents;
- (i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible/black listed by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids;

- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Agency.
- (l) We understand that the Forms as per clause BDS-20 attached hereto form part of this Technical Bid.

Name _____

In the capacity of _____

Signed and Stamped _____

Duly authorized to sign the Bid for and on behalf of _____ (Name of Bidder)

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

FORM 1B

LETTER OF BID - FINANCIAL PROPOSAL

Date:

Bid for Contract No: _____

To:

Gentlemen and/or Ladies:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery and Completion Schedule, the Goods as stated below on[*mention CIF Karachi or Ex-Works Pakistan*] basis.

[Bidder to delete item(s) not quoted in its Bid]

- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

Pak Rupees _____ (*amount in words*) _____ (*amount in figures*)

and

Foreign Currency _____ (*amount in words*) _____ (*amount in figures*)

[Price to be inserted from Price Schedule]

- (d) The discounts, cross discounts offered and the methodology for their application are:

- (e) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to submit a Performance Security for the due performance of the Contract;

- (g) We understand that our Bid (Technical Bid & Price Bid), together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (i) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Agency.
- (j) We understand that the Forms as per clause BDS-20 attached hereto form part of this Bid.

Name _____

In the capacity of _____

Signed and Stamped _____

Duly authorized to sign the Bid for and on behalf of _____ (Name of Bidder)

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

FORM-2A

PRICE SCHEDULES FOR GOODS AND RELATED SERVICES OFFERED FROM ABROAD

Item No.	Description	Country of Origin	Unit	Qty.	10 % additional Qty. for Educational Orders	Unit Price						Total Price							
						FOB		Insurance		Sea Freight		C&F Karachi		CIF Karachi		C&F Karachi		CIF Karachi	
						Local Currency (PKR)	Foreign Currency (--)	Local Currency (PKR)	Foreign Currency (--)	Local Currency (PKR)	Foreign Currency (--)	Local Currency (PKR)	Foreign Currency (--)	Local Currency (PKR)	Foreign Currency (--)	Local Currency (PKR)	Foreign Currency (--)	Local Currency (PKR)	Foreign Currency (--)
1	2	3	4	5	5A	6	7	8	9	10	11	=6 +1 0	=7 +1 1	=1 +2 8	=1 +3 9	=5 x1 2	=5 x1 3	18=5 x14	=5 x1 5
Total Price																			
Total Price to be carried to Form of Bid & Summary of Schedule of Prices																			

Note:

- i. The applicable specifications are to be read carefully before filling in the Schedule of Prices.
- ii. In case of discrepancy, between unit price and total, the unit price will prevail.
- iii. Specify currencies (local and/or foreign) following Clause BDS-35 of Section-III: Bid Data Sheet.
- iv. It is mandatory to quote on CIF and C&F Karachi Basis. Contract may be awarded on C&F Karachi Basis and NGC will be responsible for the Insurance of the material. However, if the price of Insurance increases from the quoted Insurance Price, the same will be deducted from the quoted Bid Price of the Contractor.

Signature and Seal of the Bidder

FORM-2B

PRICE SCHEDULE: GOODS MANUFACTURED OUTSIDE PAKISTAN, ALREADY IMPORTED

1	2	3	4	5	6	7	8	9	10	11	12
---	---	---	---	---	---	---	---	---	----	----	----

Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes	Customs Duties and Import Taxes are paid per unit following ITB 15, [to be supported by documents]	Unit Price net of customs duties and import taxes, following ITB 15 (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, following ITB 15 (Col. 5×8)	Price per line item for inland transportation and other services required in the PE's country to convey the goods to their final destination, as specified in BDS following ITB 15	Sales and other taxes paid or payable per item if Contract is awarded (following ITB 15)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert customs duties and taxes paid per unit]</i>	<i>[insert unit price net of customs duties and import taxes]</i>	<i>[insert price per line-item net of customs duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the PA's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Name										in the capacity of	
Signature of Bidder: _____											
Duly authorized to sign the Bid for and on behalf of											
Dated on day of 20											

FORM-2C
PRICE SCHEDULE FOR DOMESTIC GOODS MANUFACTURED WITHIN
PAKISTAN

Item No.	Description	Domestic Value Added in Percent	Unit	Qty.	Unit Price (EX-Works)		Total Price (EX-Works)		Inland Transportation to A-Type Store, NKLP, Lahore	Total Price inclusive of Inland Transportation	
					Local Currency (PKR)	Foreign Currency (---)	Local Currency (PKR)	Foreign Currency (---)		Local Currency (PKR)	Local Currency (PKR)
1	2	3	4	5	6	7	8=5x6	9 = 5x7	10	11=8+10	12=9
1.											
2.											
3.											
4.											
5.											
6.											
Total Price to be carried to Form of Bid & Summary of Schedule of Prices											

Note:

- i. The applicable specifications are to be read carefully before filling up the Schedule of Prices.
- ii. In case of a discrepancy between the unit price and the total, the unit price will prevail.
- iii. Specify currencies (local and/or foreign) following Clause BDS-35 of Section-III: Bid Data Sheet.
- iv. In Column 3: Domestic Value Added comprises domestic labor, domestic raw materials & components, and domestic overheads from the stage of mining the raw material until final assembly.
- v. In Columns 6 & 7 Price shall include all customs duties and sales tax and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales tax and other taxes already paid on previously imported items.
- vi. In Column 10: Inland Transportation Price shall be Inclusive of all taxes (Federal and provincial).

Signature and Seal of the Bidder

FORM-3

LIST OF RELATED SERVICES AND COMPLETION SCHEDULE

[This table shall be filled in by the PA. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert the number of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

FORM-4
DELIVERY AND COMPLETION SCHEDULE

Lot No.	Description	Qty. (nos.)	Delivery Period Required following the date of signing of Contract Agreement	Delivery Period Offered following the date of signing of Contract Agreement
1	2	3	4	5
I	220kV Isolator (make: CEME) male finger contact	8		
	220kV Isolator (make: CEME) female finger contact	64		
	132kV Isolator (make: MG) male finger contact	12		
	132kV Isolator (make: MG) female finger contact	24		
	220kV & 132kV Isolator (make: Ping Ding Shan) female finger contact	24		
	Connector OBHF	12		
	Connector OMHF	124		
	Connector ODMHP5.5	6		
	Connector 90DBH40	15		
	Connector PGHH	47		
	Connector ODMHF	28		
	Cleats for Connector 90MEP4.0/60	30		
	Dead-end bodies for Hawthorne	18		
	Connector 90BHH40	23		
	Connector TDBH40	49		
	Connector TDMHH	100	60 days	__ days
	Connector 90MHHHF	3		
	Connector 90MHHH60	3		
	Connector ODMHP 6.0"	5		
	Connector OMHP 6.0"	5		
	Connector TDMHP 6"	4		
	Connector EBSP 4.0"	8		
	Connector EBSP 5.5"	8		
	Connector EBSP 3.0"	5		
	Connector OMHP 3.0"	14		
	Connector EBSP 6.0"	6		
	Connector ODMHP 6.0"	6		
	Connector OMHP 6.0"	5		
	Connector ODBH40	50		
	Connector ODMH	29		
	Connector 90BH40	95		
	Connector TBH40	11		
	Connector ODBFF	30		
	Connector 90BP4,60	5		
	Connector 90MEP4.5	10		
	Connector 90MP4,F	10		
	Connector OBP4,60	10		
	Connector ODBH60	5		
	Connector OBMHF	20		

Connector OMEP3,5F	10
Connector OMEP4F	20
Connector OMPAF	10
Connector OMP4,40	5
Connector TBH40	10
Connector TMHH	20
Connector TMP4H	5
Connector TMPS,30	5
Connector SH-400	20
Connector 90BEP 5.5/40	6

NOTE:

- The percentage for each item indicated in Column 3 above shall be for the respective items given in the Schedule of Prices.
- Inland transportation shall be completed within the time specified. Otherwise, liquidated damages will be applicable as per Clause SCC-40 of Section-VIII: Special Conditions of Contract.

Signature and Seal of the Bidder

FORM-6

MANUFACTURERS' AUTHORIZATION

Date:

Bid Reference No.: _____

To: _____

(Name of Bidder)

WHEREAS we _____ who are official Manufacturers of _____ (name & description of Goods offered) having factories at (address of factory) _____ do hereby authorize M/s _____ (Name and address of Bidder) to submit a Bid to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods manufactured by us and to subsequently negotiate and sign the Contract:

Description of Goods: _____

No company firm or individual other than M/s _____ is authorized to bid and conclude the contract for the above goods manufactured by us against this specific IFB.

We hereby extend our full guarantee and warranty following Clause 28 of the General Conditions of Contract, concerning the Goods offered by the above firm in reply to this Invitation for Bids

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Authorization for and on behalf of

(Name of Manufacturer)

Date: _____

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the Power of Attorney to legally bind the Manufacturer.

FORM-7

SPECIFIC GOODS DATA FOR EQUIPMENT/MATERIAL

Sr. No.	Description	‘A’	‘B’	‘C’
1	Schedules of technical data regarding equipment/ material to be supplied are provided in NGC specification for the respective Lot, attached at the end of this bidding document. The bidder is required to fill in the same schedule of technical data and submit it with the bid. In case of technical schedule of data for any item/material is missing, relevant NGC Specifications shall be followed for filling and submission of the same. Each page of data should be signed and stamped by the manufacturer. A bid without Schedule of Technical Data/ Specific Goods Data (filled in) shall be considered as nonresponsive			

FORM-8

DEVIATION FROM TECHNICAL PROVISIONS

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations from the specified Technical Provisions, these must be listed in the space provided below keeping in view the contents of ITB Sub-Clause-29.7:

Sr. No.	Clause No. of Technical Provisions	Deviations	Remarks (including justification)

[Note: Attach additional sheets, if necessary]

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

FORM-9

DEVIATION FROM CONTRACTUAL CONDITIONS

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations from the specified Contractual/Commercial Conditions, these must be listed in the space provided below keeping in view the contents of ITB Sub-Clause 29.7:

Sr. No.	Clause No. / Section No.	Deviations	Remarks (Including justification)

[Note: Attach additional sheets, if necessary]

FORM-10

DECLARATION OF LOCAL AGENT

A foreign Bidder wishing to have or already having a local agent shall state the following:

1. Name of Local Agent: _____

2. Address & Telephone, Fax Number, and e-mail of the Local Agent:

3. Services are to be performed by the Local Agent.

a.

b.

c.

Signature and Seal of the Bidder:

FORM-11

LIST OF MANUFACTURERS / SUBCONTRACTORS

I/We intend to supply Goods from the following manufacturers or engage the following subcontractors for the supply of Goods. In my/our opinion, the manufacturers/subcontractors named hereunder are reliable and competent to supply Goods for which each is listed.

Enclosed is documentation outlining the experience of manufacturers/subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, goods to be supplied, size, location, and type of contracts performed in the past.

Description of Goods (Give Details)	Manufacturers/Subcontractors (With Complete Address)
1	2

Note:

In case the Bidder itself is the manufacturer, the above table should be filled in, and requisite documentation be submitted accordingly.

Signature and Seal of the Bidder:

FORM-12
FOREIGN CURRENCY REQUIREMENTS
(Not Used)

FORM-12

**UNDERTAKING OF ACCEPTANCE OF AND COMPLIANCE WITH THE SOP
FOR BLACKLISTING OF CONTRACTORS**

- A) I, _____, being duly authorized by _____ (hereinafter referred to as the “Bidder”) to execute this Undertaking of Acceptance of and Compliance with the SOP for Blacklisting of Contractors attached herewith (hereinafter referred to as the “SOP”), hereby certify on behalf of the Bidder that we, _____ have read and accept the provisions of the SOP.
- B) I further certify, on behalf of the Bidder, that:
- (i) This Bid has been prepared and submitted in full compliance with the terms and conditions outlined in the SOP.
 - (ii) We have not, directly, or indirectly, taken any action that is or constitutes inter alia a corrupt, fraudulent, collusive, or coercive act or practice in violation of the SOP; and
 - (iii) We shall continue to comply with the terms and conditions of the SOP as and when amended, during the period of evaluation of Bids and, in case we are selected for award of Contract, up to satisfactory completion of the Contract.

Authorized Signatory

For and on behalf of _____
Date: _____

FORM-14A

BIDDER INFORMATION FORM

Date: _____

No.: _____

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name _____
2. In the case of JV, the legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: _____
4. Bidder's year of registration: _____
5. Bidder's Address in country of registration: _____
6. Bidder's Authorized Representative Information Name: _____ Address: _____ Telephone/Fax numbers: _____ Email Address: _____
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In the case of JV, letter of intent to form JV or JV agreement, following ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency
8. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership.

FORM-14B

BIDDER'S JV MEMBERS INFORMATION FORM

[The Bidder shall fill in this Form following the instructions indicated below. The following table shall be filled in for the Bidder and each member of a Joint Venture].

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

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in the country of registration: <i>[insert JV's Member legal address in the country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, following ITB 3.4.
8. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership.

FORM-14C

GENERAL INFORMATION & EVIDENCE OF MANUFACTURER'S CAPABILITY

Bidder is to provide the following information with the bid and indicate herein its references where this information is available.

Sr. No.	Information to be Supplied	Bid References
1.	Manufacturer's <ul style="list-style-type: none">• Name:• Business Address:• Contact Telephone Nos.• Fax No:• E-mail:• Country of Incorporation:• Location and address of manufacturing facilities:	
2.	Full description of factories owned, and the annual manufacturing capacities of various items made therein.	
3.	Details of the factory or factories where the offered Goods are proposed to be manufactured. This description should include the facilities and capacities of the factories, including testing facilities and the processes used in manufacturing and testing. Where parts or components are purchased from outside, the details of equipment purchased, and the names and experience records of the suppliers.	
4.	Detailed description of the quality control testing and research facilities. If the Goods are manufactured under license, the name of the licensor and details of the licensing arrangements, such as the duration of the license, the facilities provided to the bidder by the licensor, and whether future improvements are available or not, etc. A copy of the license agreement may be attached.	
5.	Names, qualifications, and experience of the key technical personnel.	

6. The time in years since the Manufacturer has been in this business.
- and the time in years since he has been doing work of similar nature:
7. The time in years since the Goods offered are being Manufactured.
- and the time in the years for which it has been in service.
8. Manufactured under own License? Yes No
9. Manufactured under License from: _____
10. Manufactured in collaboration with: _____

Name of the Manufacturer _____

Signed and stamped by the Manufacturer _____

Signature and Seal of the Bidder _____

FORM-14D

ORGANIZATION CHART

The Bidder shall provide the Organization Chart of his organization to execute the Contract.

Signature and Seal of the Bidder:

FORM-14E

MANUFACTURER’S EXPERIENCE OF SUPPLY RECORD

(For a period of the Last 5 Years)

Name of the Equipment/Goods:

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment (Also see Note # 2 below)	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery if any	Has the equipment been installed satisfactorily? (Attach a certificate from the Purchaser/consignee)	Contact person along with Telephone No., Fax No., and email address

Note:

1. The qualification documents submitted by the Bidder may not be considered for evaluation if copies of contract agreement(s) and completion certificate(s) are not provided with the Bid.
2. The Bidder shall mention the Project Name with the Country name giving details

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

FORM-14F

**PERFORMANCE CERTIFICATE
Summary of Operational Experience**

It is certified that M/s. _____ has supplied the following materials for the quantities indicated against each.

Sr. No.	Order No. & Date	Designation & address of order placing authority/Us er	Description of Material/ Equipmen t	Quantit y	Name of line / Substatio n along with voltage rating where material installed	Date of Commissioni ng	Performanc e of Material / Equipment

Signature & seal of the Bidder

Note:

Bidder shall attach the operational certificate as per Clause BDS-28 with this Performa.

FORM-14G

CURRENT CONTRACT COMMITMENTS

The bidder and each partner of JV (in the case of JV) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion.

Sr. No.	Particulars of Contracts executed	Order No. & Date	Name of order placing Authority	Ordered Value (PKR)*	Contract Completion Date	Value of balance work (PKR)*
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						
6						
7						
....					
	Total					

* Total ordered value and value of balance work should be converted to US\$/PKR at the exchange rate (selling) prevailing at the date of submission of Bids. The aggregate value of the current appearing in Column-7 shall be taken for calculation of financial resources.

Signature and Seal of the Bidder:

FORM-14H

FINANCIAL DATA

The Bidder and each JV partner (in case of JV) shall complete the information in this Form.
 Name of the Bidder/JV Partner: _____

Financial Data for the Last (05) Years					
Fiscal Year					
Information for Balance Sheet					
Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					
Information from Income Statement					
Total Revenues					
Profits Before Taxes					
Profits After Taxes					
<p>Attach copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions:</p> <ul style="list-style-type: none"> • All such documents must reflect the financial situation of the Bidder and not sister, affiliate, or parent companies. • Historic financial statements must be audited by a chartered accountant whose certificate of incorporation with its concerned accreditation body for example the Association of Chartered Accountants of X-Country shall be submitted with the Bid. • Historic Financial statements must be complete, including all notes to the financial statements. • Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). • All financial documentation must be verifiable from UDIN. 					

Signature and Seal of the Bidder:

FORM-14I

ANNUAL TURNOVER DATA

Name of the Bidder/JV Partner: _____

The Bidder and each Joint Venture Partner (in the case of JV) are requested to complete the information in this form separately.

Annual turnover data for the following five fiscal years			
Year	Amount (Currency)	Exchange Rate*	Equivalent Amount (US\$/PKR)
Average Annual Turnover (for best three years)			

* Exchange rate (selling) prevailing at the date of submission of Bids.

Signature and Seal of the Bidder:

FORM-14J

BANK CERTIFICATE

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

If the contract for Supply of Goods namelyis awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of PKR/US\$..... to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: _____
Name of the Senior Bank Manager: _____
Address of the Bank: _____

Stamp of the Bank

Note: The certificate should be on the letterhead of the bank.

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

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

If the contract for the supply of Goods namely is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of PKR/US\$.....to M/s..... to meet the working capital requirements for executing the above contract.

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

FORM-14K

FINANCIAL RESOURCES

Specify proposed sources of financing, such as liquid assets, lines of credit, and other financial means with fewer current commitments to meet the total cash flow demands of this contract.

Financial Resources			
Sr. No.	Source of Financing	Amount (currency)	Equivalent Amount* (US\$/PKR)
1	Liquid Assets		
2	Credit Lines		
3	Other Financial Means		
4.	Total (1+2+3)		
5	Current Commitments		
6	Net Available Financial Resources (4-5)		

* Converted to US\$/PKR at the exchange rate (selling) prevailing at the date of submission of Bids.

Signature and Seal of the Bidder:

FORM-14L

PENDING LITIGATION

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

Pending Litigation					
Year	Name of Other Party(ies)	Matter in Dispute	Litigation whether in Courts or Arbitration	Amount involved	
				Pending or threatened	Resolved
				Total	
				% age of Net Worth	

Signature and Seal of Bidder:

FORM-14M

**MANUFACTURER'S ORDERS IN HAND AND ITS IMPLEMENTATION
SCHEDULE**

Manufacturers should provide the following information on all contracts/orders in hand, that have been awarded or for which a letter of intent or acceptance has been received, or for contracts approaching completion.

Sr. No.	Particular of Contracts/ Orders in hand	Order No & Date	Name of Order Placing Authority	Order Completion Date	Remaining Contract Period (In months)	Ordered Quantity	Balance Quantity Yet to be supplied
						Nos.	Nos.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
Total							

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

FORM-14N

MANUFACTURER'S EXPECTED ORDERS IN THE PIPELINE

Sr. No	Particulars of Expected Orders	Name of Expected Order Placing Authority	Expected Order Quantity
			Nos.
(1)	(2)	(3)	(4)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
Total			

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

FORM-140

METHOD OF ASSURING QUALITY OF GOODS

The Bidder is required to submit a narrative in detail about the method of assuring the quality of Goods to be manufactured.

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder

FORM-14P

LIST OF QUALITY CONTROL/LABORATORY EQUIPMENT

The Bidder will provide a list of all equipment and related items to carry out the quality control tests. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

FORM-14Q

**DOMESTIC GOODS
(VALUE ADDED IN PAKISTAN)**

Sr. No.	Description of Indigenous Goods	Unit	Qty.	Total Price of Goods Ex-Works (Eq. PKR) *	Amount of value addition (PKR)	Domestic value added in the manufacturing cost as a percentage of Ex-Works Price
1	2	3	4	5	6	7
Total in columns 5 & 6						

Note:

1. Bidders claiming eligibility for domestic preference should provide necessary documentation regarding inter alia the breakdown of the Ex-Works Price including but not limited to the cost of imported raw material, duties, taxes, and other incidental charges up to factory paid thereon, domestic labour, domestic raw materials & components, domestic overheads incurred, profit margin, etc. to substantiate their claim.
2. Domestic Value Addition comprises domestic labour, domestic raw materials & components, and domestic overheads from the stage of mining the raw material until final assembly.

* Converted at the exchange rate prevailing at the date of submission of Bids.

Signature and Seal of the Bidder

FORM-14R

COMFORT LETTER

Bid for Contract No. _____:_____ [Title of Contract]

To:
The Manager,
Asset Management (North),
NKLP, Lahore
Gentleman,

- i. This is to certify that if the Contract for Supply of Goods namely to be supplied from [insert name of country] is awarded to M/s incorporated under laws of [insert name of country], we are able as well as willing to provide/extend unconditional banking facilities including but not limited to the opening of letter of credit or making payment through direct payment procedure, the retirement of shipping documents, issuance of Electronic Import Form (EIF) for custom clearance purposes, etc.
- ii. We understand that the issuance of this letter does not create any obligation for NGC.

Signature of Senior Bank Manager _____
 Address of Senior Bank Manager _____
 Name of the bank _____

▪ **Change the text under para (i) as follows in the case of Joint Venture.**

M/s incorporated under the laws of [insert name of country] has formed a JV with M/s and M/s for participating in this bid.

- i. This is to certify that if the Contract for Supply of Goods namely to be supplies from [insert name of country] is awarded to the above Joint Venture, we are able as well as willing to provide/extend unconditional banking facilities including but not limited to opening of letter of credit or making payment through direct payment procedure, retirement of shipping documents, issuance of Electronic Import Form (EIF) for custom clearance purposes, etc.
- ii. We understand that the issuance of this letter does not create any obligation for NGC.
[This should be given by each of the JV members]

Note:

- The certificate should be on the letterhead of the Scheduled Bank in Pakistan.
- It is clarified that the requirement of a “Comfort Letter” has been included purely for payment purposes to ensure the availability of banking channels for the smooth execution of the Contract. The “Comfort Letter” is neither a Bank Guarantee nor is required to determine the financial soundness of the Bidder and does not create any legal obligation to the bank, but rather is a simple confirmation on the bank’s letterhead that in case of award of Contracts to a specific firm, the banking channels will be available for making payment by NGC in favor of Supplier. Moreover, a Bank can confirm its wording without changing the substance of the letter i.e., assure you to provide a banking channel if given business.

2. **DOCUMENTS FOR L/C**

As per Clause SCC-36 of Section-VIII: Special Conditions of Contract.

3. **IMPLEMENTATION SCHEDULE**

At the time of acceptance of NOA, you will also submit a project implementation plan, inspection plan, and delivery period.

4. **TERMS OF PAYMENT**

As per Clause SCC-35 of Section –VIII: Special Conditions of Contract

5. **DELIVERY SCHEDULE**

As per Form-4 of Section-VI: Standard Forms

6. **LIQUIDATED DAMAGES**

As per clause SCC-40 of Section-VIII: Special Conditions of Contract

7. **PERFORMANCE SECURITY**

As per clause SCC-16 of Section-VIII: Special Conditions of Contract

8. **TECHNICAL LITERATURE / DRAWINGS**

As per Clause-SP-02 of Section-V: Schedule of Requirements, Technical Specifications.

9. **INSPECTION/TESTING**

- i. As per clause of Technical Specification 3, of the bidding documents, **the *Supplier/Contractor/Manufacturer*** shall arrange the Pre-delivery Inspection of the offered material following the provisions of the Bidding Document within the quoted bid price and stipulated delivery schedule.
- ii. The pre-delivery inspection shall be carried out at your work and will be witnessed by one (1) authorized representatives/inspectors of the ***Engineer/Employer***. In this connection, all expenses shall be borne by the ***Supplier/Contractor/Manufacturer*** following the Bidding Document.

- iii. **Supplier/Contractor/Manufacturer** shall inspect the material themselves and only after being fully convinced about the quantity and quality, shall they offer the material for NGC inspection and shall also ensure that NOA, approved Schedule of Technical Data & Drawings along with relevant specifications, standards, etc. are available at the manufacturer's works before the material is offered for inspection.
- iv. **Supplier/Contractor/Manufacturer** shall make all the test reports, raw material test certificates, and in-process test reports and shall maintain complete traceability from raw material to finished material in bilingual English and shall produce reports/records as and when asked by NGC.

10. RESPONSIBILITY FOR EXECUTING THE CONTRACT

You are entirely responsible for the successful execution of the Contract in all respects and following the terms and conditions as specified in the Notification of Award/Contract and the Bidding Document No: _____.

11. FORMATION OF CONTRACT

This Notification of Award and its acceptance by the firm will constitute the formation of the Contract, binding the Employer/Procuring Agency and the Contractor/Supplier/Manufacturer till the signing of the formal Contract Agreement.

Please convey your acceptance of this **Notification of Award/Letter of Acceptance** is sent in duplicate by appending your signatures and stamp on each page and return one copy as soon as possible but not later than a fortnight from the date of issuance of this **Notification of Award/ Letter of Acceptance**

ACCEPTED

For and On Behalf of
Supplier/Contractor/Manufacturer

For and On Behalf of
National Grid Company (NGC)

**Manager, Asset Management
(North), NKLP, Lahore**

CC to:-
(Relevant stakeholders)

FORM-16

**FORM OF 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 ' Procuring Agency') 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 Procuring Agency; and

WHEREAS, the Procuring Agency has requested as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Procuring Agency, 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 Procuring Agency, notice of which extension(s) to the Surety is hereby waived.
- (2) That the Bid Security of unsuccessful Bidders will be returned by the Procuring Agency after the 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 and furnish the required Performance Security and/or involvement in Corrupt and/or fraudulent practices, the entire said sum is to be paid immediately to the said Procuring Agency according to Clause 18.9 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Agency following 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 Procuring Agency 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 Procuring Agency the said sum upon first written demand of the Procuring Agency (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 Procuring Agency or contestation by any other party/person. We agree that for this Bid Bond, the Procuring Agency 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 Procuring Agency shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall always be bound to the first written demand of the Procuring Agency to pay the Procuring Agency forthwith the amount hereby agreed and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, a notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Agency 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 Procuring Agency 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 according to the authority of its governing body.

Witness:

Guarantor (Bank)

1. _____

Signature_____

Corporate Secretary (Seal)

Name_____

Title_____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM-17
Bid Securing Declaration

[The Bidder shall fill in this Form following the instructions indicated.]

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

Bid No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

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

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

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of the person whose name and capacity are shown]* In the capacity of *[insert legal capacity of the person signing the Bid Securing Declaration]*

Name: *[insert complete name of the person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

FORM-18

PROFORMA INVOICE

(Proforma Invoice is to be submitted on the official letterhead of the Supplier/Contractor)

Invoice No. _____

Dated: _____

National Grid Company, (NGC)
O/o Manager
Asset Management (North), NKLP, Lahore.

Tender No. _____

Tender Description _____

Lot # _____

Lot Description _____

Sr. No.	Description	Qty.	Unit Price	Total Price
Total Price				
Total Price in words:				

Payment Terms:

Delivery Term:

Signature and Seal of the Supplier/Contractor

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:	
			a)	“Authority” means Public Procurement Regulatory Authority.
			b)	The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
			c)	The “Contract” means the agreement entered between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d)	The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			e)	“Completion” means the fulfillment of the related services by the Supplier following the terms and conditions outlined in the contract.
			f)	“Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			g)	The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted following the provisions of the Contract.
			h)	“Defective Goods” are those goods that are below standards, requirements, or specifications stated by the Contract.
			i)	“Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
			j)	“Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the condition’s precedent stipulated in GCC Clause 3 .
			k)	“Procuring Agency” means the person named as Procuring

				Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC .
			l)	“Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance, and other such obligations of the Supplier covered under the Contract.
			m)	“GCC” means the General Conditions of Contract contained in this section.
			n)	“Intended Delivery Date” is the date on which it is intended that the Supplier shall affect delivery as specified in the SCC .
			o)	“SCC” means the Special Conditions of Contract.
			p)	“Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
			q)	“Project Name” means the name of the project stated in SCC .
			r)	“Day” means calendar day.
			s)	“Eligible Country” means the countries and territories eligible for participation following the policies of the Federal Government.
			t)	“End User” means the organization(s) where the goods will be used, as named in the SCC .
			u)	“Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that are substantially different in basic characteristics or purpose or utility from its components.
			v)	“Force Majeure” means an unforeseeable event that is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible

				<p>under the circumstances.</p> <p>For this Contract, “Force Majeure” means an event that is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
			w)	<p>“Specification” means the Specification of the Goods and performance of incidental services following the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.</p>
			x)	<p>The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.</p>
2.	Application and interpretation	2.1		<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
		2.2		<p>In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p>

		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	Conditions Precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> a) Submission of performance Security (or guarantee) in the form specified in the SCC.
		3.2	<p>If the Condition precedent stipulated in GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.3	<p>If the Procuring Agency is satisfied that each of the conditions precedents in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.</p>
4.	Governing Language	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	Applicable Law	5.1	<p>The contract shall be governed and interpreted following the laws of Pakistan unless otherwise specified in SCC.</p>
6.	Country of Origin	6.1	<p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>

7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier’s performance under the Contract if so, required by the Procuring Agency.
		8.4	The Supplier shall permit the Government of Pakistan or/and donor agencies involved in financing the project to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or/and the appropriate donor agencies, if so, required by the Government of Pakistan or/and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof in Pakistan.

		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.	
10.	Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .	
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.	
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:	
			a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
			b)	A cashier's or certified check.
		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless otherwise specified in SCC .	
11.	Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide a record of the content of communication promptly, of the identity of any representatives retained for these purposes.	

		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery, and/or at the Goods' destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared because of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative before the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods destination and the absence of heavy handling facilities at all transit points.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier following the terms specified in the Schedule of Requirements. The details of shipping and or other documents are to be furnished by the Supplier as specified in SCC .
		13.2	Documents to be submitted by the Supplier are specified in SCC .

14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged, and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	Related Services	16.1	The Supplier may be required to provide any or all the following services, including additional services, if any, specified in SCC :
			a) Performance or supervision of on-site assembly, Installation Commissioning, and/or start-up of the supplied Goods;
			b) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

17.	Warranty/ Defect Liability Period	17.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		17.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
		17.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide a record of the content of communication of any claims arising under this warranty.
		17.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.
		17.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
18.	Payment	18.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		18.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide a record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted according to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.

		18.3	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency of Pak Rupees.
19.	Prices	19.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions therefrom, as may be made according to the Contract.
		19.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, except for any price adjustments authorized in SCC or the Procuring Agency's request for Bid Validity extension.
20.	Change Orders	20.1	The Procuring Agency may at any time, by a written order given to the Supplier according to GCC Clause 22 , make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		20.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		20.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
21.	Contract Amendments	21.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

22.	Assignment	22.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
23.	Delays in the Supplier's Performance	23.1	Delivery of the Goods and performance of Services shall be made by the Supplier following the schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		23.2	If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide a record of the content of communication of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		23.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages according to GCC Clause 26 , unless an extension of time is agreed upon according to GCC Clause 25.2 without the application of liquidated damages.
24.	Liquidated Damages	24.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract according to GCC Clause 26 .
25.	Termination for Default	25.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

		25.2	Fundamental breaches of the Contract shall include, but shall not be limited to the following:
			a) the Supplier fails to deliver any or all the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency according to GCC Clause 24 ; or
			b) the Supplier fails to perform any other obligation(s) under the Contract;
			c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
			d) the supplier has abandoned or repudiated the contract.
			e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for reconstruction or amalgamation;
			f) Payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment:
			g) The Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period determined by the Procuring Agency; and
			h) if the Procuring Agency determines, based on reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive, or fraudulent practices, in competing for or in executing the Contract.
			For this clause:
			"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		25.4	In the event the Procuring Agency terminates the Contract in whole or in part, according to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services like those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

26.	Termination for Force Majeure	26.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor other failure in the performance of its obligations under the Contract if such delay or failure is a result of an event of Force Majeure.</p> <p>For this clause, “Force Majeure” means an event that is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>
		26.2	<p>If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide a record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide a record of the content of communication, the Supplier shall continue to fulfil its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
27.	Termination for Insolvency	27.1	<p>The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Agency.</p>

28.	Termination for Convenience	28.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		28.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and/or
		b)	To cancel the remainder and pay the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
29.	Disputes Resolution	29.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by the party to an arbitrator who shall be appointed by mutual consent of both parties.
		29.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding on the Parties.
30.	Procedure for Dispute Resolution	30.1	The arbitration shall be conducted following the arbitration procedure published by the Institution named and, in the place, shown in the SCC .
		30.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be following the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		30.3	The arbitration shall be conducted following the arbitration procedure published by the institution named and, in the place, shown in the SCC .

31.	Replacement of Arbitrator	31.1	Should the Arbitrator resign or die or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning following the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of both parties.
32.	Limitation of Liability	32.1	Except in cases of criminal negligence or willful conduct, and the case of infringement according to GCC Clause 8 ,
		a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
		b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency concerning patent infringement.
33.	Notices	33.1	Any notice given by one party to the other according to this Contract shall be sent to the other party in writing or in electronic forms that provide a record of the content of communication and confirmed in writing or in electronic forms that provide a record of the content of communication to the other party's address specified in SCC .
		33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34.	Taxes and Duties	34.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		34.2	If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		34.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1 (k)	The Procuring Agency is the National Grid Company (NGC) represented by Manager, Asset Management (North), NGC, NKLP, Lahore Postal Code: 54000 Telephone: +92-42-35811422 E-mail address: tech.amnlhr@ntdc.com.pk
2.	1.1(j)	The Supplier is: [<i>Name and address</i>]
3.	1.1(q)	The title of the subject procurement or The Project is Procurement of Multiple Types of Clamps and Connectors for various grid stations under Manager Asset Management (North), NKLP, Lahore.
4	1.1 (y)	The definition is inserted after 1.1 (x) <u>The Engineer</u> is The Manager, or any other Competent Person appointed by the Procuring Agency and notified to the Supplier, to act as a replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer is to formulate his certifications/recommendations to all outstanding matters, disputes, and claims relating to the execution of the Contract during his tenure. _____
5	1.1 (z)	The terms “Supplier” and “Contractor” are synonymous.
6	1.1 (aa)	The terms “Purchaser”, “Procuring Agency” and “Employer” are

		synonymous.
7	1.1 (ab)	The terms “Works”, “Equipment” and “Goods are synonymous.
8	1.1 (ac)	“Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.
Application and Interpretation (GCC 2)		
9	2.2	<p>Add the following at the end of Clause 2.2</p> <p>(a) The Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Procuring Agency and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made before the date of the Contract.</p> <p>(b) Incoterms</p> <p>The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>i. EXW, CIF, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.</p> <p>(c) Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>(d) Nonwaiver</p>

		<p>i. Subject to Sub-Clause 2.2(c)(ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.</p> <p>ii. Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>(e) Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
10	2.3	<p>Delete Clause-2.3 and replace it with the following:</p> <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> 1. Form of Contract, 2. Letter of Acceptance, 3. Priced Schedules of Prices submitted by the Supplier. 4. Special Conditions of Contract, 5. General Conditions of Contract, 6. From No. 4 to 13. 7. Specifications: Technical Provisions. 8. Specifications: Special Provisions. 9. Contractor's Bid, and 10. Any other item
	Conditions Precedent (GCC 3)	
11	3.1 (b)	Shall not be applicable.
	Governing Language (GCC 4)	

12	4.1	<p>The Governing Language shall be English.</p> <p>Add the following at the end of Clause GCC 4.1</p> <p>Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p>
13	4.2	<p>The following new sub-clause was added after 4.1.</p> <p>The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
Applicable Law (GCC 5)		
14	5.1	The Applicable Law shall be Laws of the Islamic Republic of Pakistan.
Country of Origin (GCC 6)		
15	6.1	The country of Origin is Pakistan.
Performance Security (or guarantee) (GCC 10)		
16	10.1	The Supplier shall provide a Performance Security of 10% of the Contract Price denominated in the same currency of the Contract within fourteen (14) days after receipt of the Letter of Acceptance.
17	10.3(a)	<p>The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of a Guarantee from any Scheduled Bank in Pakistan or a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.</p> <p>For the avoidance of doubt, the Bank Guarantee issued by a foreign bank, without a counter-guarantee from a Scheduled Bank in Pakistan shall not be considered an acceptable Bank Guarantee.</p> <p>The cost of complying with the requirements of this Sub-Clause shall be borne by the Supplier.</p>
18.	10.4	After delivery and acceptance of the Goods, Hundred percent (100%)

		of the Performance Security (or guarantee) shall be withheld to cover the Supplier’s warranty obligations following GCC Clause 18.2 and SCC Clause-32.
Inspections and Tests (GCC 11)		
19.	11.1	<p>Inspection and tests before shipment of Goods and at final acceptance are as follows:</p> <p>(a) The Goods shall be subjected to the type, sample, and routine tests as described in the Specifications. The Supplier shall provide free of charge all such assistance, instruments, machines, labor, and materials as are normally required for carrying out such tests. All reasonable facilities as provided in the specifications or followed by Trade & Industry in general shall have to be offered to the Inspecting Officers, by the Supplier at its own expense for carrying out Testing and Inspection.</p> <p>(b) To ensure the manufacture of Goods conforms with Contract requirements, the Supplier shall institute and follow regular procedures for quality assurance during manufacturing. The Supplier shall maintain a quality control department, which shall be responsible for enforcing the quality assurance program. Upon signing the Contract, the Supplier and the Engineer shall establish mutually acceptable quality control and inspection procedures.</p>
20	11.2	<p>Tests/inspections shall be carried out at the work of the manufacturer. All work covered by the Contract shall be subject to surveillance, testing, and inspection by representatives of the Procuring Agency and Engineer. For such purpose, the Supplier shall always provide free access during manufacturing, assembly, and testing to the premises in which the work is being carried out.</p>
21	11.5	<p>Add the following sub-clause-11.5.</p> <p>(a) The cost of performing as well as witnessing Sample/Acceptance Tests by the Inspectors during inspection shall be borne by the Supplier if such tests are intended by or provided for in the specifications. Witnessing the tests will cover the expenses of one representatives/inspectors, nominated by the</p>

		<p>Engineer including air ticket from Lahore, Pakistan to the place or places of inspections, boarding & lodging in any A-class accommodation, local transportation, and daily allowance (including travel time) of 100 € to meet other expenses. The said payment will be made to the inspectors before the issuance of the test report/Inspection Certificate (IC). In addition to this, all the expenses regarding visa stamping (visa fee, 1st class traveling, A-class hoteling, etc.) of the Procuring Agency and Engineer inspectors will also be borne by the Supplier.</p> <p>(b) In case a part or whole of the Goods being supplied by the Supplier is from within the Procuring Agency's country (Pakistan) the cost of performing as well as witnessing any tests by the inspectors during pre-shipment local inspection shall be borne by the Supplier if such tests are intended by or provided for in the specifications. Witnessing the tests will cover the expenses of One (01) Inspector of the Procuring Agency, including 1st class traveling (by air or by road depending on the distance from the residing city of the inspector to the place or places of inspections), boarding & lodging in any A class accommodation, local transportation, and daily allowance (including travel time) of Rs. 10000 /- per day per person to meet other expenses. The said payment will be made to the inspectors before the issuance of the Inspection Certificate (IC).</p>
22	11.6	<p>Add the following sub-clause-11.6.</p> <p>As soon as Goods are ready for inspection the Supplier shall give notice in writing of at least for two (02) weeks for local inspection to the inspectors for witnessing such tests with date, time, and place. The Procuring Agency will convey the nomination of inspectors within 03 days after receiving an inspection call from the Supplier/Contractor.</p> <p>The inspectors shall provide copies of valid passports and other relevant information within 03 days to the Supplier/Contractor.</p> <p>(a) The Supplier/Contractor shall arrange an Invitation Letter and other relevant documents within 07 days after receipt of the nomination and copies of the passport of nominated inspectors for the arrangement of Visa.</p> <p>(b) The Visa shall be immediately applied. The delay in issuing of a Visa beyond three weeks by the embassy shall not be considered on the part of the Supplier/Contractor. However,</p>

		<p>the delay due to missing information/documents on the part of the Supplier/Contractor shall not be compensated.</p> <p>(c) The inspectors shall proceed immediately for inspection within a week after issuance of Visa. Any delay in arrangements on the part of the Supplier/Contractor shall not be compensated.</p> <p>(d) The inspectors shall submit their report and inspection certificate within 03 days of the inspection. They will mention the validity of the inspection certificate. The validity would be 30 days for foreign suppliers and 20 days for local suppliers.</p> <p>(e) The supplier/contractor shall be responsible for shipping/delivering the material within the validity period of the inspection certificate. In case of expiry, he has either to get the extension in validity of the inspection certificate from the Engineer or will re-offer the equipment for inspection.</p> <p>[Note: NGC may at its discretion decide to proceed with 3rd party inspection after its determination/ approval in case of non-availability of inspectors.]</p>
23	11.7	<p>Add the following sub-clause-11.7.</p> <p>(a) Two copies of all the Inspection and Tests Reports and certificates including that for quality control shall be supplied to the Engineer. The Engineer shall sign the reports and certificates of such test as have been witnessed.</p> <p>(b) The Procuring Agency's right to inspect, test, and, where necessary reject delivery after the Good's arrival in Pakistan shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested, and passed before the Goods shipment from the country of origin.</p> <p>(c) Copies of the Certificate of Compliance as required by the relevant Specification, such as mill certificates, are to be supplied to the Engineer. Where a certificate of compliance is not called for by the Specification, but a minimum requirement is specified by the Engineer, the certificate shall be supplied as if the Specifications had called for the same. For standard stock items, the Supplier's certificate of material is acceptable. The certificate shall be signed by a responsible technical representative of the Supplier having a sound engineering background in the related fields.</p> <p>(d) The Supplier shall, if requested provide to the Engineer with un-priced copies of the Supplier's purchase orders for material or</p>

		<p>approved sub-contracted supply at the time any such orders are placed. The Supplier shall also provide the Engineer with any other relevant information, specifications, or other relevant standards, if requested to ensure proper expediting and scheduling of the deliveries.</p> <p>(e) Unless otherwise a waiver for witnessing tests is issued by the Procuring Agency, no material or Goods shall be shipped/delivered from its point of original manufacturing or final shop assembly before it has been inspected following Technical Provisions and accepted by the Engineer/ Procuring Agency and released for shipment/delivery</p>
Packing (GCC Clause 12)		
24	12.2	<p>The following SCC shall supplement GCC Clause 12.2:</p> <p><u>Packing</u></p> <p>a) In case the Goods are shipped in container(s), each unit shall be so packed that it can be safely transported by road/rail to the ultimate destination in the country without disturbing the packing of other items.</p> <p>b) The final packing shall be such that the weight and dimensions of packages are within reasonable limits to facilitate handling, storage, and transportation.</p> <p>c) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, and in any subsequent instructions ordered by the Procuring Agency.</p> <p><u>Identification Marking</u></p> <p>1. All parts/units/components of the Goods shall be die-indented with a number to identify the member, part, unit, or component itself and with a letter to indicate the type of Goods following approved drawings. The identification marking shall be legible and durable and shall be so located that other members, part, unit, or component when in their assembled position does not obscure the number or letter. All the markings on the ferrous part or unit shall be made before galvanizing.</p>

	<p>2. Each crate, case, box, package, or bundle shall have labels and or tags made from strong waterproof material and marked in indelible and non-fade-able ink securely attached hereto. These labels or tags shall indicate at least the name of the Project, the Consignee, and the manufacturer, the type of Goods or component, and the quantity it contains so that it can be easily checked upon delivery. A packing list shall be included in each crate or box.</p> <p>3. Each package delivered under the Contract shall be consecutively numbered and shall also be marked with a code number or other identification to be approved by NGC so that various components of the Goods, which are shipped, disassembled, and which may not be interchangeable can be identified, collected and stored at the Site together. Additional information and color coding that may reasonably be required by NGC to facilitate identification, shipment to stores, or site handling and storage will also be provided.</p> <p>4. All boxes weighing above 500 kilograms shall be adequately marked for straining and lifting. Whenever necessary the boxes shall be provided with lifting hooks attached utilizing vertical rods secured to strong bottom supports.</p> <p>5. <u>Container Marking</u></p> <p>In addition to labels and marking indicated above all packages, bundles, container cases, or boxes shall be clearly and boldly marked on two opposite sides and the top and all reels on both sides as follows:</p> <p>Ultimate Consignee: A- Type Store, 220kV Grid Station NGC NKLP, Lahore Pakistan.</p> <p>Destination _____</p> <p>Contract No. _____</p> <p>Name of Project _____</p> <p>Weight and Dimension _____</p> <p>Serial Number _____</p> <p>Code No. _____</p> <p>Procuring Agency Inscription " NGC"</p>

	Delivery and Documents (GCC Clause 13)	
25	13.3	<p><u>For Goods from within the Procuring Agency’s country as per Incoterms EXW:</u></p> <p>The Supplier shall submit the following documents to the Procuring Agency:</p> <ol style="list-style-type: none"> i) Original and four (04) copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount. ii) Original and four (04) copies of the Delivery Note. iii) Original and four (04) copies of the Manufacturer’s or Supplier’s warranty certificate. iv) Original and four (04) copies of the Insurance certificate. v) Original and four (04) copies of the Inspection certificate issued by the Procuring Agency or its designated representative or letter of waiver, and the manufacturer’s factory inspection report; and vi) Original and four (04) copies of the Certificate of origin. vii) Proof of payment of GST. For the reimbursement of GST, production/provision of the following documents: <ul style="list-style-type: none"> • Invoice in triplicate • Sales Tax Invoice • Sales Tax cum payment challan for the relevant period • Affidavit on non-judicial stamp paper confirming to the effect that sales tax for the above supply is included in the above sales tax cum payment challan.
	Warranty (GCC Clause 18)	
26	18.2	<p>Amend the text of GCC Sub-Clause 18.2 as below:</p> <p>The warranty shall remain valid for twelve (12) months after the entire Goods have been delivered to and accepted at the destination, whichever period concludes earlier.</p>

		<p>Add the following at the end of GCC Sub Clause 18.2:</p> <p>Within 14 days after completion of the warranty period up to the satisfaction of the Procuring Agency and Engineer, the Procuring Agency shall issue a Warranty Certificate to the Supplier.</p>
27	18.4	<p>Delete the Clause GCC 18.4 and replace it with the following:</p> <p>Upon receipt of such notice, the Supplier shall, within 30 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency including the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the destination.</p>
28	18.5	<p>The Supplier shall correct any defects covered by the Warranty within 30 days of being notified by the Procuring Agency of the occurrence of such defects.</p>
Payment (GCC Clause 19)		
29	19.1	<p>The payment shall be made in a manner and to the extent as mentioned below:</p> <p>(A) For Goods and related services supplied from within the Procuring Agency's Country:</p> <p style="padding-left: 40px;">a) On Delivery: Hundred percent (100%) of Contract price of Goods shall be paid on receipt of Goods Ex-Works at A- Type Store, 220kV Grid Station NGC Band Road Lahore and upon submission of the documents specified in Sub-Clause 13.3 here above, and i) after issuance of Acceptance Certificate by the Procuring Agency, ii) issuance of Good Receipt Note (GRN) by the Procuring Agency, and iii) Submission of Proof of Payment of GST.</p>
Change Orders (GCC 21)		
30	21.4	<p>Add the following new sub-clause:</p>

		The Procuring Agency may increase or decrease the quantities of Goods to the extent of 15% of the Contract Price during the currency of the Contract without any change in the unit price or other terms and conditions of the Contract.
Delays in the Supplier's Performance (GCC 25)		
31	25.2	<p>The existing text is deleted and replaced by</p> <p>If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions/events impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly but not later than Ten (10) days notify the Procuring Agency in writing of the fact of the delay, its likely duration, and its cause(s).</p> <p>The final request for Extension of Time (EoT) based on notified events and with detailed particulars shall be submitted to the Procuring Agency within 15 days after the date of the delayed event.</p> <p>As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>Any such determinations of the procuring Agency/Purchaser shall be reached/notified within Twenty (20) days from the submission of detailed particulars by the Supplier.</p>
Liquidated Damages (GCC Clause 26)		
32	26.1	<ul style="list-style-type: none"> i. In the first line Replace “Subject to GCC Clause 28” with “Except as provided under GCC Clause 28”. ii. In the last line Replace “GCC Clause 26” with “GCC Clause 27” iii. The applicable percentage of Liquidated Damages is as under: <ul style="list-style-type: none"> a. The liquidated damages shall be [calculated as $\left(\frac{\text{maximum applicable LD}\%}{0.25 \cdot \text{delivery period}}\right)\%$] of the total Contract Price of

		Goods per day of delay. The maximum number of liquidated damages shall be ten percent (10%) of the Contract Price of Goods.
	Procedure for Dispute Resolution (GCC Clause 32)	
33	32.3	<p>Dispute Resolution</p> <p>(a) For Contracts to be entered with nationals of Pakistan:</p> <ol style="list-style-type: none"> 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. 2. In future negotiations the dispute shall be resolved through mediation and a mediator shall be appointed with the mutual consent of both parties. 3. In the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by a sole arbitrator following Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both parties. Arbitration shall take place in Lahore and proceedings will be conducted in the local language. 4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both parties shall bear their costs and lawyer’s fees regarding their participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of

		<p>another party to the dispute.</p> <p>5. Arbitration proceedings as mentioned in the above clause regarding the resolution of disputes may be commenced before, during, or after the delivery of goods.</p> <p>6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
34	35.1	<p>For notices, the Procuring Agency’s address shall be:</p> <p>Attention: Manager, Asset Management (North), 220kV Grid Station, NGC, NKLP, Lahore Postal Code: 54000 Telephone: +92-42-35811422 E-mail address: tech.amnlhr@ntdc.com.pk</p> <p>The Supplier’s address shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>[To be filled in at the time of signing of Contract.]</p>
Taxes and Duties (GCC 36)		
35	36.4	<p>Add the following new Sub-Clause after 36.3</p> <p>1. For the Goods to be offered from outside the Procuring Agency’s country, all taxes, duties, and other leviable in Pakistan on the finished Goods shall be paid by the Procuring Agency subject to the condition that the material shipped is in the name of NGC and NGC BOD is used.</p> <p>2. For the Goods to be offered from within the Procuring Agency’s country, the price shall be inclusive of all taxes, duties, and other levies in Pakistan except Sales Tax on the finished Goods. The supplier will submit the invoice inclusive of Sales Tax, Sales Tax shall be charged by the Supplier, and payments shall be subject to Withholding Rules specified in the 11th Schedule of Sales Tax Act, 1990. A copy of the sales tax return will be provided by the</p>

		<p>supplier. The payments/ reimbursement of Sales Tax will only be made if the Invoice is in the name of NGC and NGC can claim input from FBR.</p> <p>3. For the Goods to be transported within the Procuring Agency's country, the price of Inland Transportation shall be paid on submission of proof of payment of Sales Tax.</p> <p>Note:</p> <ul style="list-style-type: none"> i. Only those local (Pakistan Origin) firms/organizations/companies/suppliers will be eligible to bid who are active taxpayers as per the Federal Board of Revenue database i.e., Active Taxpayer List (ATL) for both Income Tax and Sales Tax. The said tax statement must be audited by the Independent auditor and verifiable by UDIN. ii. Foreign firms/organizations/companies/suppliers, (if required) as per the law of the country will get registered with relevant tax authorities after the award of the Contract. iii. All payments (including advance) will be subject to withholding Taxes as per the Income Tax Ordinance, 2001/International Tax Treaty & Sales Tax Act. 1990, further, in the case of local firms' payments shall made only to those entities appearing in the Active Taxpayer List (ATL) for both Income Tax & Sales Tax. iv. Advance Payment Guarantee and Performance Guarantee will be exclusive of Indirect Taxes.
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SECTION IX: CONTRACT FORMS

(INTEGRITY PACT)

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

Contract No. _____

Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

Notwithstanding any rights and remedies exercised by GOP in this regard, [Name of Bidder] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of

any commission, gratification, bribe, finder's fee or kickback given by [Name of Bidder] as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Purchaser:

Signature:

[Seal]

Name of Bidder:

Signature:

[Seal]

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____
Guarantee Amount _____

[Letter by the Guarantor to the Procuring Agency]

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 (expressed 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 Procuring Agency) in the Guaranteed Amount/Sum stated above for the payment of which sum well and truly to be made to the said Procuring Agency, 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 Procuring Agency'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 Procuring Agency, 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 any modifications of said Documents the 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 following 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 Procuring Agency without protest, demur, delay and without reference, notice or recourse to contractor to any other person upon the Procuring Agency 's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand and hereby expressly waive all rights to deny our obligation to the Procuring Agency 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 :lmount stated above, against the Procuring Agency'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 Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency 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, according to authority of its governing body.

Witness:

Guarantor (Bank)

1. _____

Corporate Secretary (Seal)

Signature _____
Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 20____, between _____ of _____ (hereinafter “the Procuring Agency”), of the one part, and _____ of _____ (hereinafter called “the Supplier”), of the other part:

WHEREAS the Procuring Agency invited bids for certain Goods viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods in the sum of _____ (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Procuring Agency’s Notification of Award of Contract to the Supplier (Letter of Acceptance).
 - (b) The completed Forms of Bid.
 - (c) Priced Schedules of Prices submitted by the Supplier.
 - (d) The Particular Conditions of Contract, Part-II.
 - (e) The General Conditions of Contract, Part-I.
 - (f) Form No. 4 to 13.
 - (g) Specifications: Technical Provisions.
 - (h) Specifications: Special Provisions.
 - (i) Specifications: Drawings; and
 - (j) Any other item

This Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Agency to

provide the Goods and to remedy defects therein in all respects with the provisions of the Contract.

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

IN WITNESS, WHEREOF the parties hereto have caused this Agreement to be executed in two (02) identical counterparts each of which shall be deemed as the original, following the laws of the Islamic Republic of Pakistan, on the day, month, and year indicated above.

Signed by, for and on behalf of

(The Supplier)

Signed by, for and on behalf of

(the Procuring Agency)

Signed, Sealed, and Delivered in the presence of:

(Name, Title, and Seal)

(Name, Title, and Seal)

FORM OF ADVANCE PAYMENT SECURITY

Date: _____

Contract Name and No. _____

To:

Following the payment provision included in the Contract, about advance payments, _____ (hereinafter called "the Supplier or Contractor") shall deposit with the Procuring Agency security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned (Bank Details) _____, legally domiciled in _____ (hereinafter "the Guarantor"), as instructed by the Supplier or Contractor waiving all rights of objections and defense arising from principal debt hereby agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring Agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____.

Additionally, the claims under this Advance Payment Security/Guarantee shall be honored if dated and received not later than ____ (date).

Provided that the payment of any Sum by the bank shall be made free and clear of withholding of any kind such as without limitation ____ taxes and fees.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until twenty-eight (28) days following completion of delivery/works/services basis as certified by the Procuring Agency.

Name _____

In the Capacity of _____

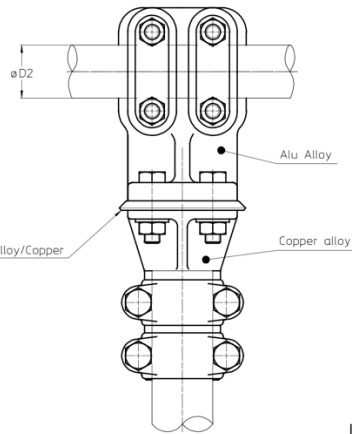
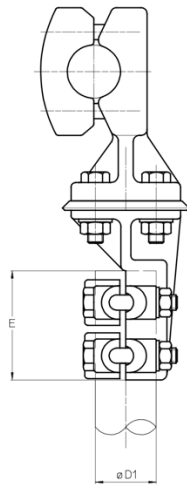
Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

SECTION X: NGC APPROVED DRAWING³ OF CLAMPS

³ The bidder must consult the relevant/ bidding office for confirmation of these drawings and inspection of samples (where needed) before submission of bids/ starting the work at their end.



Bimetallic sheet Alu Alloy/Copper
Thickness 2 mm

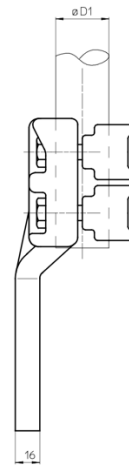
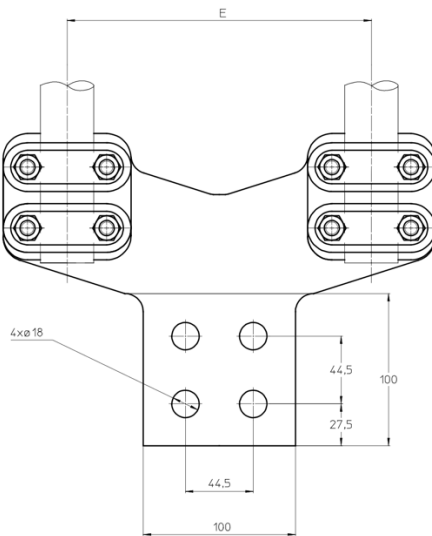
90BH60	60	32	90
90BH40	40	32	72
90BH30	30	32	72
TYPE & DESIGNATION	øD1	øD2	E

NOTES:

- All dimensions are in millimeters
- Body manufactured in Al-Alloy and Copper Alloy
- Type of material:
 - Al Alloy - EN AC-serial 42000
 - Copper alloy-Copper / Nikel base family CuNi2Si,96.4% copper +3.6% other alloy (Heat Treated)
 - Bolts, Nuts and washers - Stainless steel A2-70 & A4-70
- This drawing is for guidance only

National Transmission & Despatch Company		Design
		NTDC
Drawn	-	BIMETALLIC CONNECTOR FOR SINGLE AL.CONDUCTOR TO COPPER TERMINAL
Checked	-	
Approved	-	
Chief Engineer		Scale: -
Design NTDC		Date: -
		DWG No: PDW/DF 435R

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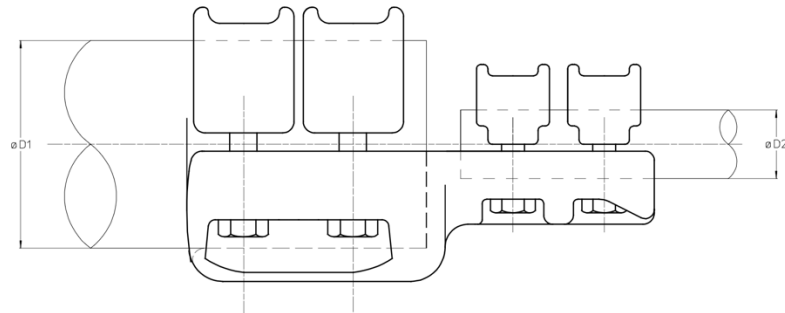
NOTES:

- All dimensions are in millimeters
- Body manufactured in Al-Alloy
- Type of material:
 - Al Alloy - EN AC-serial 42000
 - Bolts, Nuts and washers - Stainless steel A2-70 & A4-70
- This drawing is for guidance only

ODMHF	32	200
TYPE & DESIGNATION	øD1	E

National Transmission & Despatch Company		Design
		NTDC
Drawn	-	STRAIGHT MONOMETALLIC CONNECTOR FOR DOUBLE ALUMINIUM CONDUCTOR TO FLAT ALUMINIUM TERMINAL
Checked	-	
Approved	-	
Chief Engineer		Scale: -
Design NTDC		Date: -
		DWG No: PDW/DF 438R

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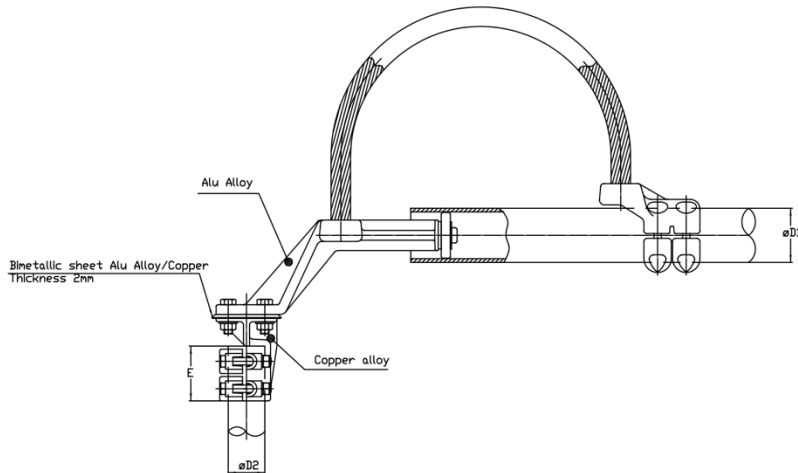


TYPE & DESIGNATION	øD1	øD2
OMHP5,0	141,3	32
OMHP3,0	88,9	32

- NOTES:
- All dimensions are in millimeters
 - Body manufactured in Al-Alloy
 - Type of material:
 - (i) Al Alloy - EN AC-serial 42000
 - (ii) Bolts, Nuts and washers - Stainless steel A2-70 & A4-70
 - This drawing is for guidance only

National Transmission & Despatch Company		Design NTDC
Drawn	-	STRAIGHT MONOMETALLIC CONNECTOR FOR ALUMINIUM PIPE TO ALUMINIUM CONDUCTOR
Checked	-	
Approved	-	
Chief Engineer Design NTDC		Scale: - Date: -
DWG No: PDW/DF 439R		

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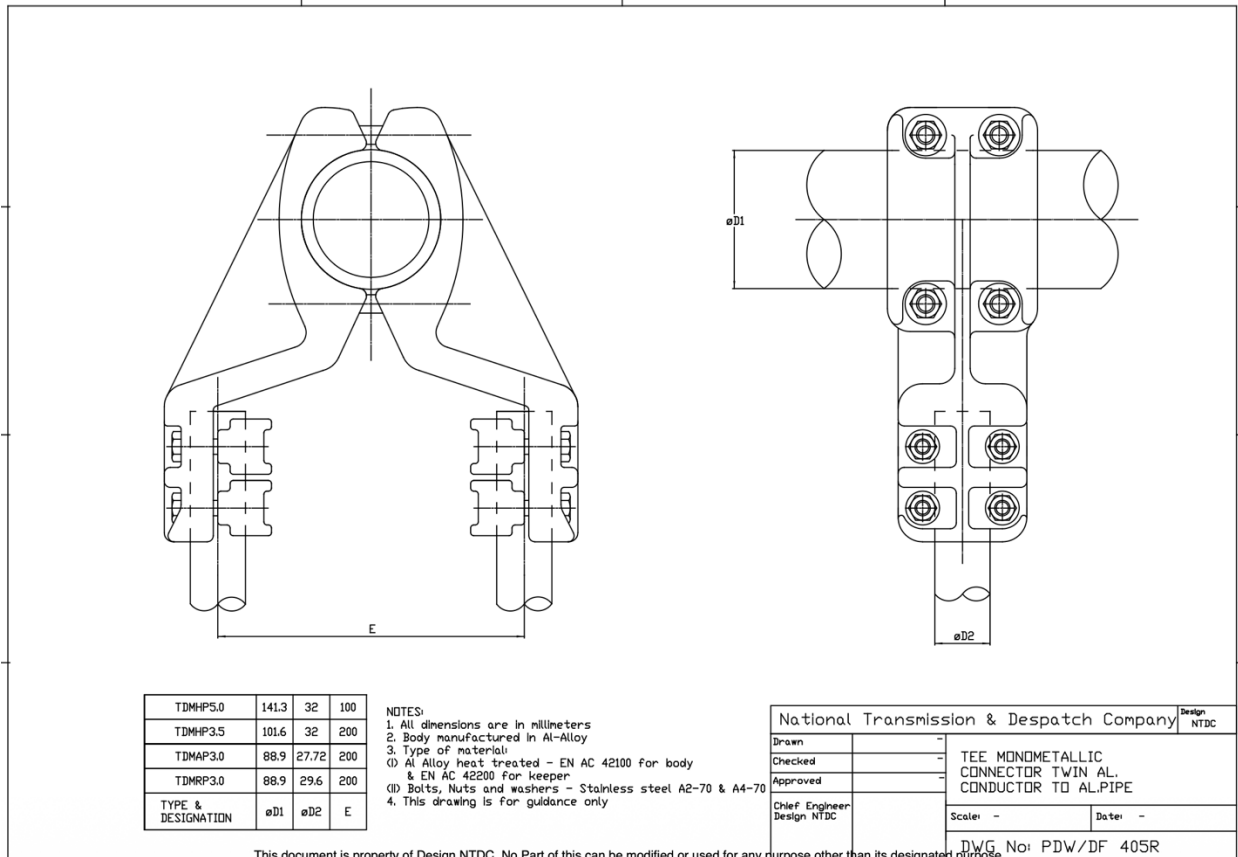
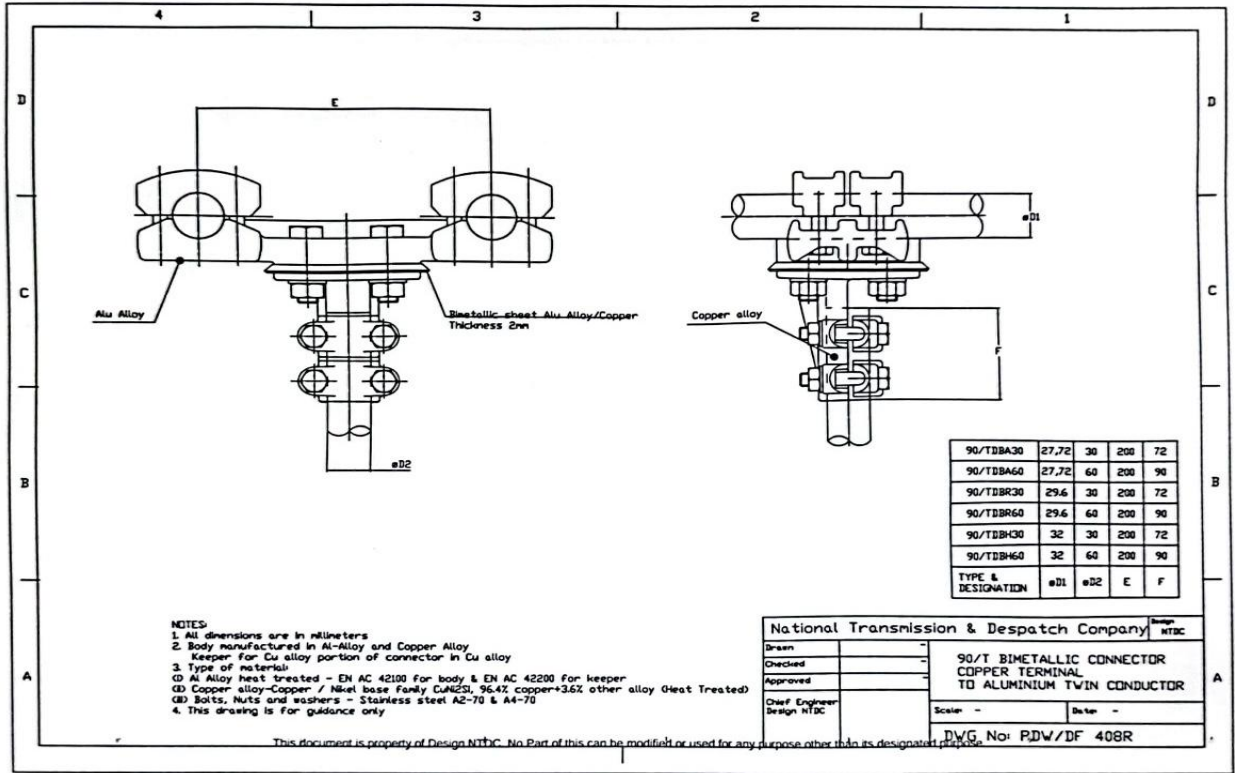


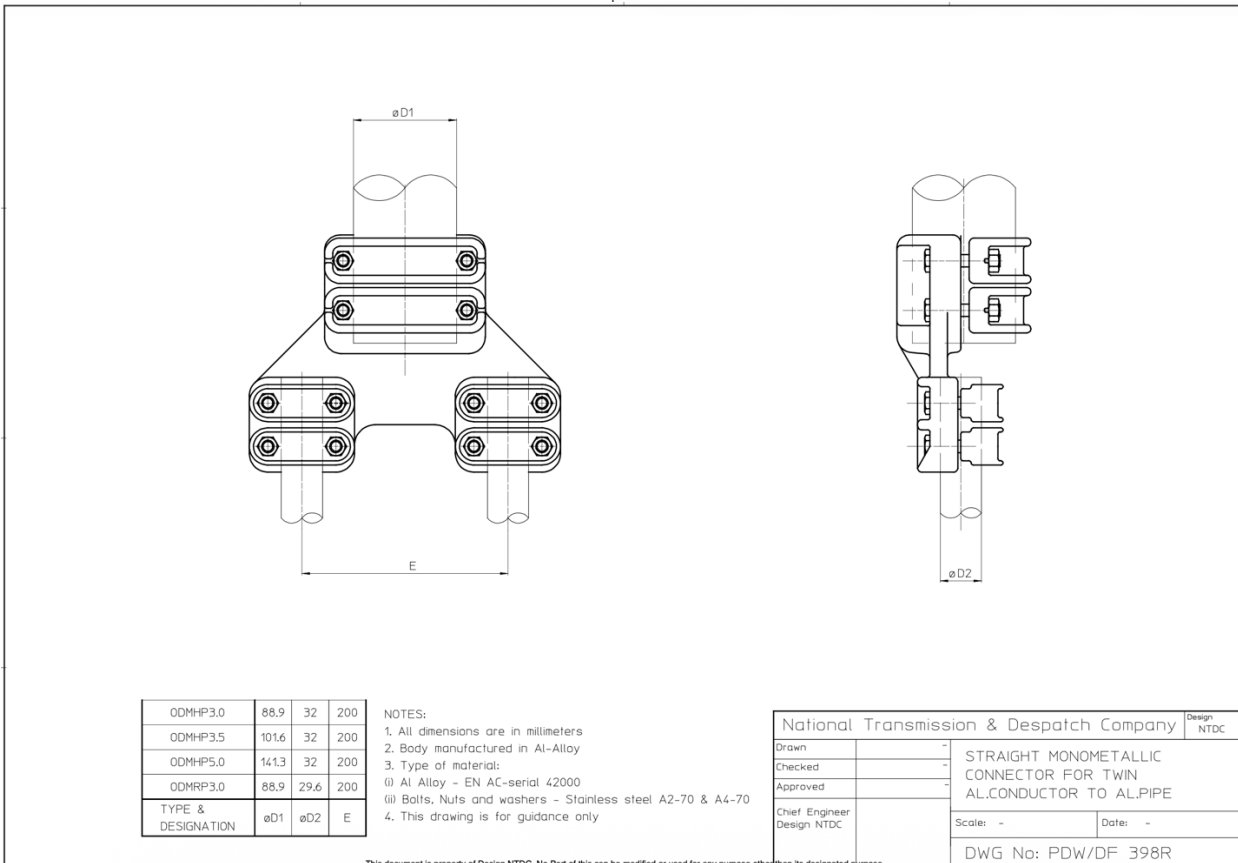
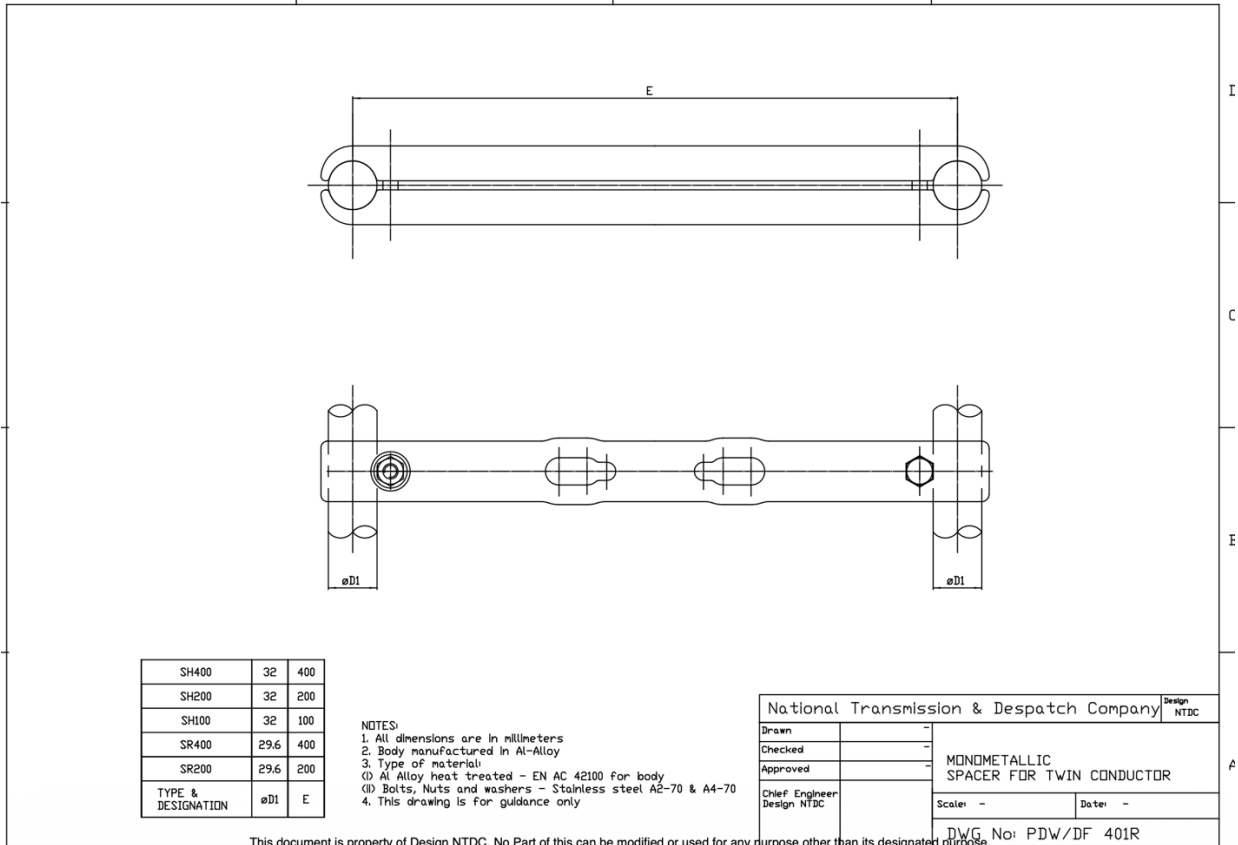
90°BEP3,0,60	88,9	60	90
90°BEP3,5,60	101,6	60	90
90°BEP5,0,60	141,3	60	90
90°BEP3,0,40	88,9	40	72
90°BEP5,0,40	141,3	40	72
TYPE & DESIGNATION	øD1	øD2	E

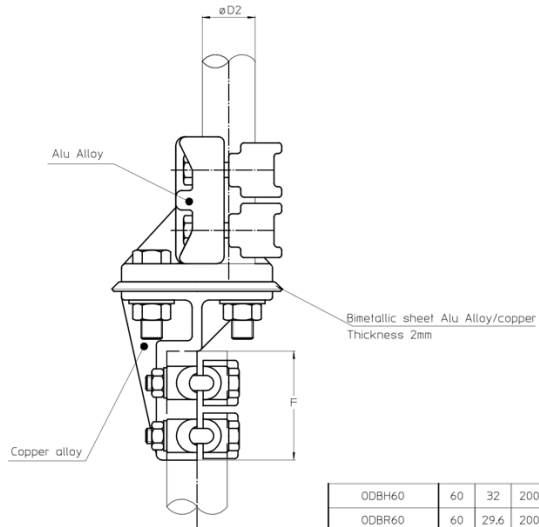
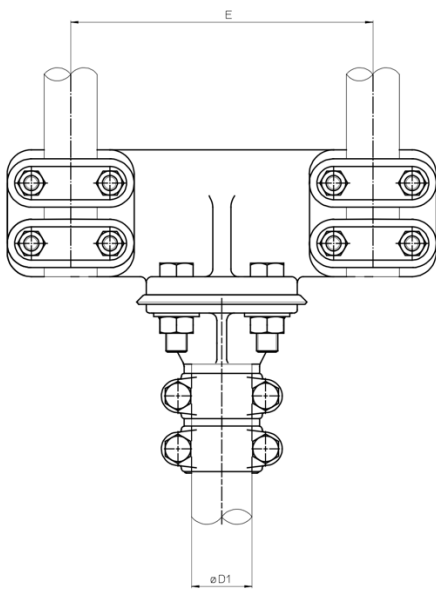
- NOTES:
- All dimensions are in millimeters
 - Body manufactured in Al-Alloy and Copper Alloy
Keeper for Cu alloy portion of connector in Cu alloy
 - Type of material:
 - (i) Al Alloy heat treated - EN AC 42100 for body & EN AC 42200 for keeper
 - (ii) Copper alloy-Copper / Nickel base Family CuNi2Si,96.4% copper+3.6% other alloy (Heat Treated)
 - (iii) Bolts, Nuts and washers - Stainless steel A2-70 & A4-70
 - This drawing is for guidance only

National Transmission & Despatch Company		Design NTDC
Drawn	-	90° BIMETALLIC EXPANSION CONNECTOR FOR AL PIPE TO COPPER TERMINAL
Checked	-	
Approved	-	
Chief Engineer Design NTDC		Scale: - Date: -
DWG No: PDW/DF 396R		

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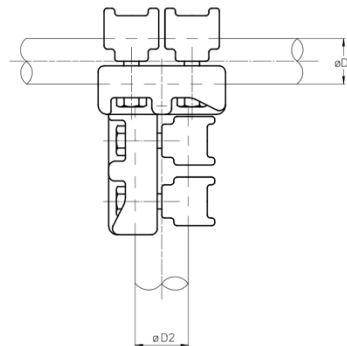
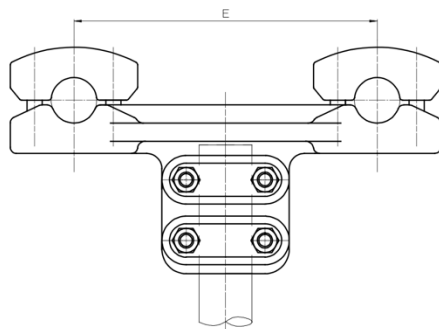
ODBH60	60	32	200	90
ODBR60	60	29.6	200	90
ODBA60	60	27.72	200	90
ODBH40	40	32	200	72
TYPE & DESIGNATION	øD1	øD2	E	F

NOTES:

- All dimensions are in millimeters
- Body manufactured in Al-Alloy and Copper Alloy
- Type of material:
 - Al Alloy - EN AC-serial 42000
 - Copper alloy-Copper / Nickel base family CuNi2Si96.4% copper +3.6% other alloy (Heat Treated)
 - Bolts, Nuts and washers - Stainless steel A2-70 & A4-70
- This drawing is for guidance only

National Transmission & Despatch Company		Design	
		NTDC	
Drawn	-	STRAIGHT BIMETALLIC CONNECTOR COPPER TERMINAL TO TWIN AL.CONDUCTOR	
Checked	-		
Approved	-		
Chief Engineer	Design NTDC	Scale: -	Date: -
		DWG No: PDW/DF 397R	

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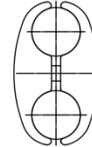
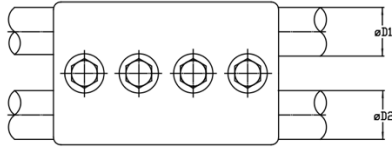
TDMHH	32	32	200
TDMRH	29.6	32	200
TDMRA	29.6	27.72	200
TYPE & DESIGNATION	øD1	øD2	E

NOTES:

- All dimensions are in millimeters
- Body manufactured in Al-Alloy
- Type of material:
 - Al Alloy - EN AC-serial 42000
 - Bolts, Nuts and washers - Stainless steel A2-70 & A4-70
- This drawing is for guidance only

National Transmission & Despatch Company		Design	
		NTDC	
Drawn	-	TEE MONOMETALLIC CONNECTOR TWIN ALUMINIUM CONDUCTOR TO ALUMINIUM CONDUCTOR	
Checked	-		
Approved	-		
Chief Engineer	Design NTDC	Scale: -	Date: -
		DWG No: PDW/DF 406R	

This document is property of Design NTDC. No Part of this can be modified or used for any purpose other than its designated purpose.

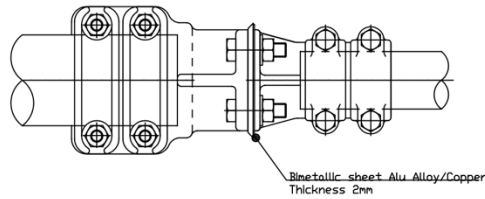
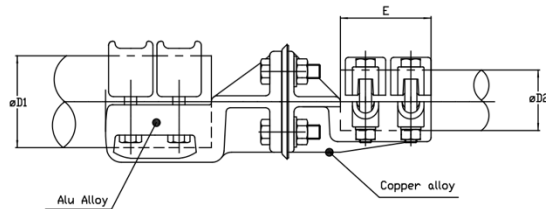


PGHH	32	32
PGJJ	39	39
PGRR	29.6	29.6
TYPE & DESIGNATION	øD1	øD2

- NOTES:
 1. All dimensions are in millimeters
 2. Body manufactured in Al-Alloy
 3. Type of material
 (D) Al Alloy heat treated - EN AC 42100 for body
 (D) Bolts, Nuts and washers - Stainless steel A2-70 & A4-70
 4. This drawing is for guidance only

National Transmission & Despatch Company		Design NTDC
Drawn	-	PG CLAMP FOR AL CONDUCTOR
Checked	-	
Approved	-	
Chief Engineer Design NTDC		Scale: - Date: -
DWG No: PDW/DF 415R		

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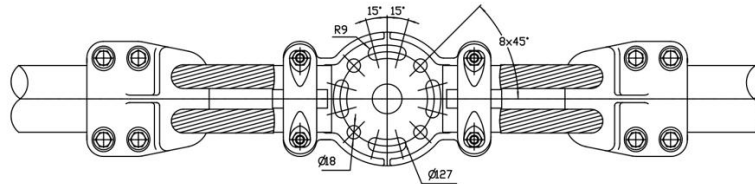
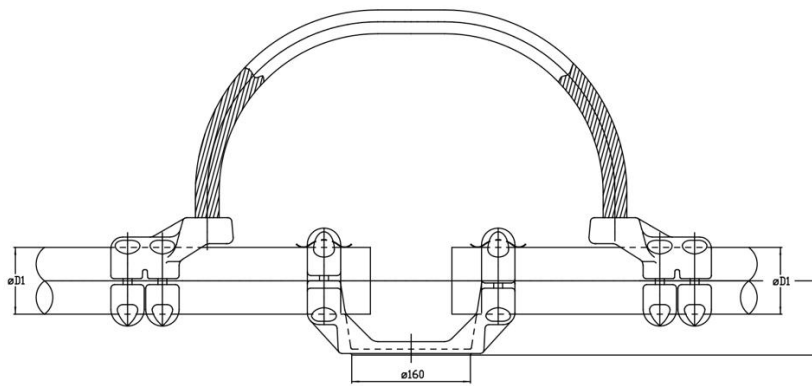


DBP3.0,60	88.9	60	90
DBP3.5,60	101.6	60	90
DBP5.0,40	141.3	40	72
TYPE & DESIGNATION	øD1	øD2	E

- NOTES:
 1. All dimensions are in millimeters
 2. Body manufactured in Al-Alloy and Copper Alloy
 Keeper for Cu alloy portion of connector in Cu alloy
 3. Type of material
 (D) Al Alloy heat treated - EN AC 42100 for body & EN AC 42200 for keeper
 (D) Copper alloy-Copper / Nikel base Family CuNi2Si, 96.4% copper+3.6% other alloy (Heat Treated)
 (D) Bolts, Nuts and washers - Stainless steel A2-70 & A4-70
 4. This drawing is for guidance only

National Transmission & Despatch Company		Design NTDC
Drawn	-	STRAIGHT BIMETALLIC CONNECTOR ALUMINIUM PIPE TO COPPER TERMINAL
Checked	-	
Approved	-	
Chief Engineer Design NTDC		Scale: - Date: -
DWG No: PDW/DF 428R		

This document is property of Design NTDC. No Part of this can be modified or used for any purpose other than its designated purpose



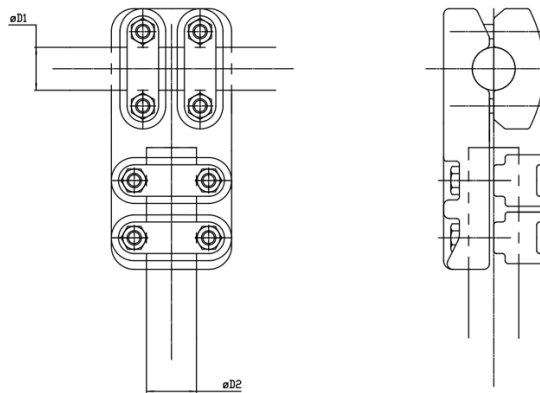
EBSP3.0	88.9	100
EBSP3.5	101.6	105
EBSP5.0	141.3	125
TYPE & DESIGNATION	øD1	A

- NOTES:
1. All dimensions are in millimeters
 2. Body & keeper manufactured in Al-Alloy
 3. Type of material:
 - Ø Al Alloy heat treated - EN AC 42100 for body & EN AC 42200 For keeper
 - Ø Bolts, Nuts and washers - Stainless steel A2-70 & A4-70
 4. This drawing is for guidance only

National Transmission & Despatch Company		Design NTDC
Drawn	-	MONOMETALLIC EXPANSION BUS SUPPORT FOR ALUMINIUM PIPE
Checked	-	
Approved	-	
Chief Engineer	Design NTDC	Scale: - Date: -
DWG No: PDW/DF 434R		

This document is property of Design NTDC. No Part of this can be modified or used for any purpose other than its designated purpose.

4 3 2 1

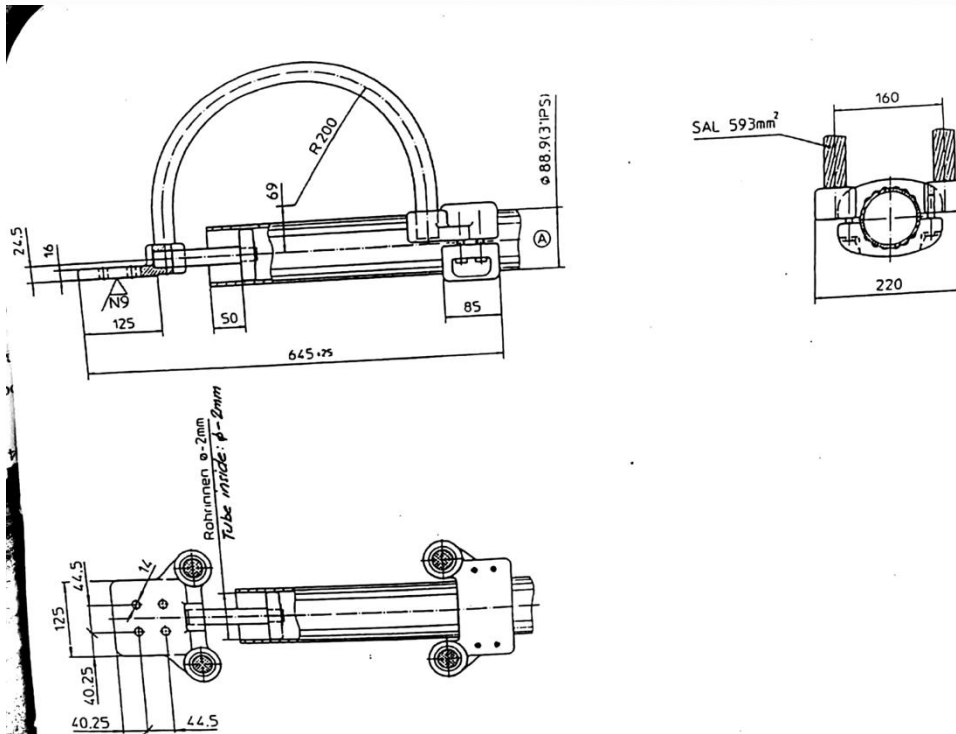
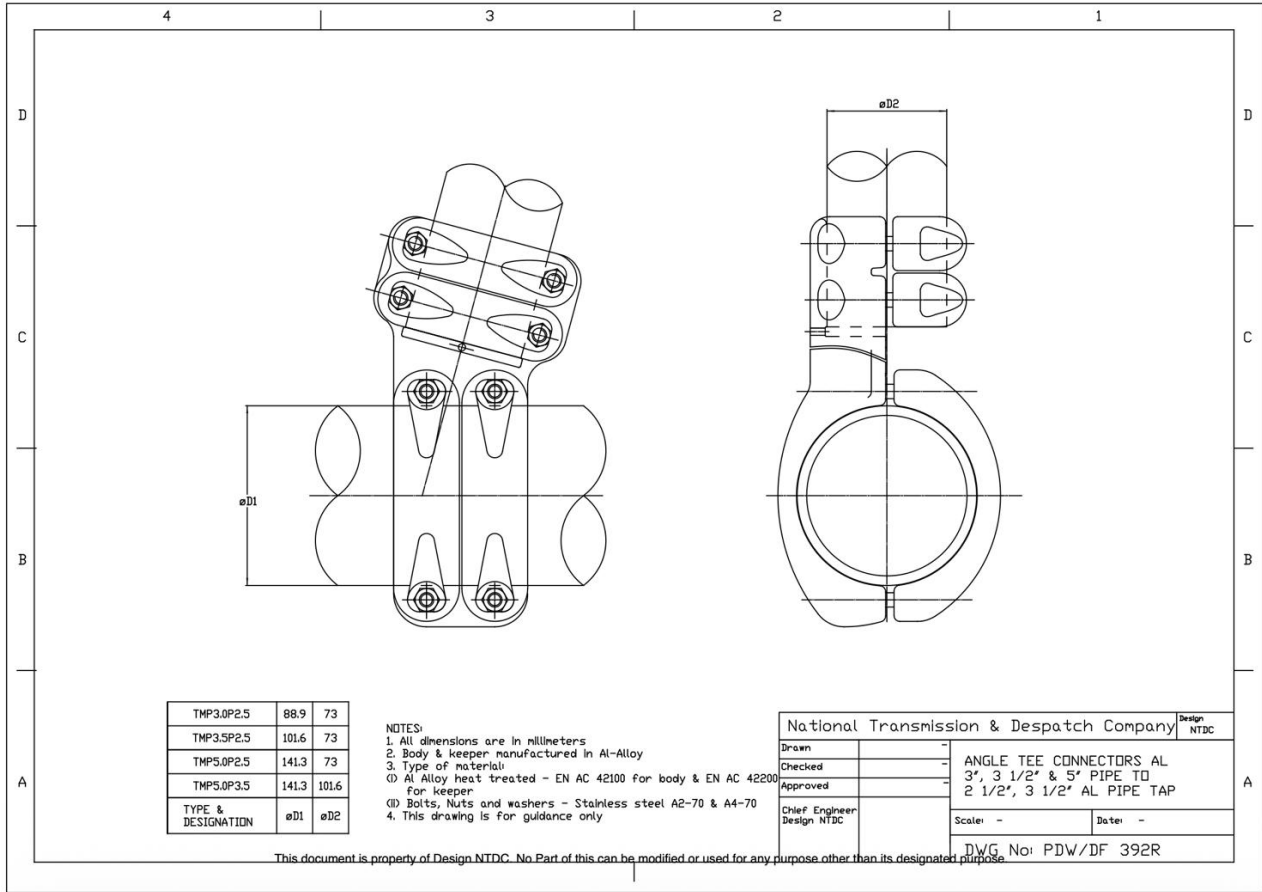


TMRR	29.6	29.6
TMHH	32	32
TMRH	29.6	32
TMLH	20	32
TYPE & DESIGNATION	øD1	øD2

- NOTES:
1. All dimensions are in millimeters
 2. Body & keeper manufactured in Al-Alloy
 3. Type of material:
 - Ø Al Alloy heat treated - EN AC 42100 for body & EN AC 42200 For keeper
 - Ø Bolts, Nuts and washers - Stainless steel A2-70 & A4-70
 4. This drawing is for guidance only

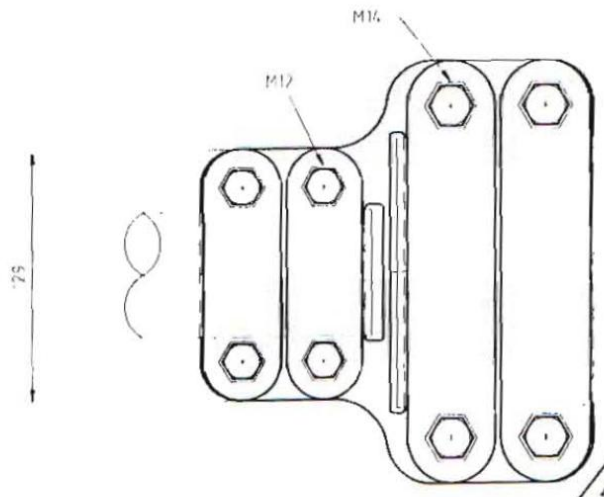
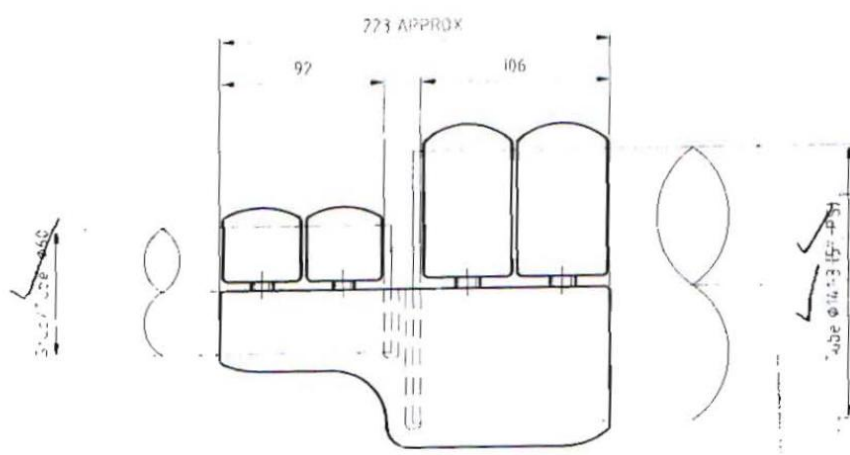
National Transmission & Despatch Company		Design NTDC
Drawn	-	TEE - MONOMETALLIC CONNECTOR AL CONDUCTOR TO ALUMINIUM CONDUCTOR
Checked	-	
Approved	-	
Chief Engineer	Design NTDC	Scale: - Date: -
DWG No: PDW/DF 388R		

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GMIP 3.0.F	Index
PDW-DF-442	

REV	DATE	DESCRIPTION	ECO	BY	CHK
0	10/07/2014	DRAWING RELEASED		IES	ISA
			Item		
			Unit		
			In		
			Loc		



Approved
 Release
 Responsible
 accountable

235

13-3-75

SK

92

220kV Connectors
 S6S14M13NSPK
 ITEM 5.2 e) OMP 5.0.60

TOLERANCES AS PER SBI IC18

NOTES

- MATERIAL
 (1) ALLOY TREATMENT EN ALU2100 FOR BODY & EN ALU2200 FOR CONTACT
 (2) BOLTS NUTS AND WASHERS STAINLESS STEEL A2 70 & A4 70
 (3) SURFACE FINISH AS FAS*
 (4) DRAWING UNITS (LENGTH (mm) TORQUE (Nm) TEMPERATURE (°C))
 (5) CLEAN CONDUCTOR & CONTACT SURFACES THEN SCRATCH BRUSH CONDUCTOR & CONTACT SURFACES UNDER CONTACT GREASE

SBI CONNECTORS (SPAIN) S.A.U
 POLÍGONO INDUSTRIAL SESROVIRIS, 108635
 SESROVIRIS, BARCELONA, SPAIN

HARDWARE TYPE	RECOMMENDED TORQUE MOMENT [Nm]				
	M8	M10	M12	M14	M16
STAINLESS STEEL	15	35	60	90	140

CATALOG	S6S14M13NSPK	DATE	10/07/2014
SCALE	N15	DRAWN BY	IES
CHKD BY	ISA	DATE	10/07/2014
PROJ.FAM	SA		
PROJECT NO	SUBSTATION	SIZE	A4
DOCUMENT TYPE	SALTS		
REL LEVEL	IN WORK		



DRAWING NO	REV
BSAS30944	0
SHEET FOR 1	

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