

NATIONAL GRID COMPANY (NGC) OF PAKISTAN LIMITED



BIDDING DOCUMENT NO. DM-SKP-160MVA-ATF-02-2026

**SHIFTING, DRAGGING, PULLING AND TRANSPORTATION OF DISMANTLED
04 NOS. 220/132KV, 160MVA AUTO TRANSFORMERS FROM 132KV
SWITCHYARD TO THE DEDICATED STORAGE AREA AT 500KV GRID
STATION NGCP SHEIKHUPURA**

UNDER NGCP'S OWN RESOURCES

SINGLE STAGE SINGLE ENVELOPE

**VOLUME-1
(Commercial & Technical Conditions)**

PREPARED BY:

O/O DEPUTY MANAGER 500KV GRID STATION NGCP SHEIKHUPURA

May, 2026

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INVITATION FOR BIDS



NATIONAL GRID COMPANY (NGC) OF PAKISTAN LIMITED

TENDER NOTICE NO. DM-SKP-160MVA-ATF-02-2026

**SHIFTING, DRAGGING, PULLING AND TRANSPORTATION OF DISMANTLED
04 NOS. 220/132KV, 160MVA AUTO TRANSFORMERS FROM 132KV
SWITCHYARD TO THE DEDICATED STORAGE AREA AT 500KV GRID
STATION NGCP SHEIKHUPURA**

1. National Grid Company of Pakistan Limited (NGCP) is responsible for development and control of power transmission system in the country, invites **Electronic Bids through E-PADSV1.0** from eligible/reputable Firms / Suppliers / Contractors registered with **Income Tax & Sales Tax Departments** and appearing on the **Active Taxpayers List (ATL) of FBR** and registered with PEC in appropriate category as per NGCP specifications (details, types and quantities mentioned in the bidding document) for the following works.

Tender No.	Description of Work	Bid Security	Bid Submission (Date & Time)	Bid Opening (Date & Time)	Remarks
DM-SKP-160MVA-ATF-02-2026	Shifting, Dragging, Pulling, and Transportation of Dismantled 04 Nos. 220/132kV, 160MVA Auto Transformers from 132kV Switchyard to the Dedicated Storage Area at 500kV Grid Station NGCP Sheikhpura	150,000/-	10.06.2026 13:00 Hrs.	10.06.2026 13:30 Hrs.	NCB- Single Stage- Stage Envelope

2. Bidding Documents containing detailed specifications, terms & conditions can be downloaded from the following websites:

- www.eprocure.gov.pk
- www.NGCP.gov.pk

3. Bid Security amounting to **Rs. 150,000/- (refundable)** in the form of a CDR or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of Deputy Manager **500 kV Grid Station Sheikhpura**, along with **Blacklisting Affidavit on Rs. 100/- Stamp Paper**, must be enclosed with the bid documents. Original bid security must be submitted to the office of Deputy Manager before the bid submission deadline.
4. In case of submission of any **fake, forged or misleading information / documents**, the Firm shall be disqualified from the current tender process and **blacklisted** from participation in future tenders.
5. The Procuring Agency reserves the right to **reject any or all bids** at any time prior to acceptance in accordance with **PPRA Rule-33**.
6. The bids will be opened in the presence of bidders or their authorized representatives.
7. In case of any query, please contact as given below.

Deputy Manager 500kV Grid Station NGCP Sheikhpura

Address: Deputy Manager, 500kV Grid Station NGCP Sheikhpura,
6-km Sharaqpur Road, Sheikhpura.

☎ Phone: 92-3379928612

✉ Email: engr.faryal04@ntdc.com.pk

SECTION-I
INSTRUCTIONS TO BIDDERS

SECTION I

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

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

IB.2 Source of Funds

- 2.1 National Grid Company (NGC) of Pakistan own resources.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Duly prequalified/enlisted with the Employer.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

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

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

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. Specifications - Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Bill of Quantities
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
12. Drawings.

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

IB.8 Clarification of Bidding Documents

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

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

IB.9 Amendment of Bidding Documents

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

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

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

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

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

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

- (i) Evidence of access to financial resources along with average annual construction turnover;
- (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
- (iii) Work commitments since prequalification;
- (iv) Current litigation information; and
- (v) Availability of critical equipment.

and

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

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

and other pertinent information such as mobilization programme etc;

- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
 - (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
 - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

IB.13 Currencies of Bid and Payment

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

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

IB.14 Bid Validity

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

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
 - (a) If the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

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

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder

pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub-Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
 - (a) be addressed to the Employer at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

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

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.

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

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

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

IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

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

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the

concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning

their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

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

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

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

IB.33 Signing of Contract Agreement

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

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

SECTION-II
Bid Data Sheet

BID DATA SHEET

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

IB 1.1	<p>Name and address of the Employer:</p> <p>Name: National Grid Company (NGC) of Pakistan Address: Deputy Manager, 500kV Grid Station NGCP Sheikhpura, 6-km Sharaqpur Road, Sheikhpura. Cell No. 92-3379928612</p> <p>The name of the NCB is: DM-SKP-160MVA-ATF-02-2026“SHIFTING, DRAGGING, PULLING AND TRANSPORTATION OF DISMANTLED 04 NOS. 220/132KV, 160MVA AUTO TRANSFORMERS FROM 132KV SWITCHYARD TO THE DEDICATED STORAGE AREA AT 500KV GRID STATION NGCP SHEIKHUPURA”</p> <p>The bidding is open to National Competitive Bidding (NCB) through Single Stage Single Envelope (SSSE) procedure.</p>
IB 1.1	<p>The number and identification of lots comprising this NCB is:</p> <p>DM-SKP-160MVA-ATF-02-2026</p> <p>The quoted price must correspond to full scope of work. The detailed scope of Works has been delineated under Special Provisions of this Bidding Document and includes but not limited to SHIFTING, DRAGGING, PULLING AND TRANSPORTATION OF DISMANTLED 04 NOS. 220/132KV, 160MVA AUTO TRANSFORMERS FROM 132KV SWITCHYARD TO THE DEDICATED STORAGE AREA AT 500KV GRID STATION NGCP SHEIKHUPURA.</p>
IB 1.1	<p>Date of completion 15-days from the date of issuance of Notification of Award (NOA).</p>
IB 1.2	<p>Source of Funding: NGC/NGCP's own resources.</p>
IB 2.1	<p>Name and address of the Employer:</p> <p>Name: National Grid Company (NGC) of Pakistan Address: Deputy Manager, 500kV Grid Station NGCP Sheikhpura, 6-km Sharaqpur Road, Sheikhpura. Cell No. 92-3379928612</p> <p>The bidding is open to National Competitive Bidding (NCB) through Single Stage Single Envelope (SSSE) procedure.</p>
IB 3.1 (a)	<p>The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements:</p> <p>i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC)</p>

	<p>minimum in the appropriate category relevant to the value of the works or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above.</p> <p>ii) Pakistani constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority.</p> <p>iii) The Bidder shall not be blacklisted by NGCP/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed by NGCP/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. Further, the bidder shall submit an Undertaking along with his bid that he has read and accepts the provisions of NGCP policy (attached with the bidding document) for blacklisting of contractors. Non-submission of this undertaking may result in the rejection of the bid.</p>
<p>IB 3.1(b)</p>	<p>Delete IB 3.1(b) and replace it with the following.</p> <p>Qualification of the Bidder</p> <p>To be qualified for award of the contract, the Bidder shall meet the qualification criteria delineated herein below:</p> <p>1. <u>Construction Experience:</u> The Bidder as main contractor (single entity or joint venture partner) has completed similar nature of work i.e. shifting of 500kV/220kV/132kV Transformers within the last five (05) years.</p> <p>or</p> <p>For the above or other contracts/sub-contracts executed during the period stipulated here above, the Bidder shall have a minimum construction experience of at least one 220kV or higher rating complete Auto Transformer/Line Bay.</p> <p>The Bidder shall submit with the Bid evidence in this regard including inter alia copies (with English translation) of the contract agreement(s) and substantial completion certificate(s), Performance certificate duly notarized, for the contract(s).</p> <p>2. <u>Key Personnel:</u></p> <p>The Bidder shall have the personnel for the key positions to be deployed meeting the following requirements: (Information to be submitted in Appendix PER Forms to Bid given in Section-III of the Bidding Documents)</p>

Positions	Relevant Construction Experience (years)
Electrical Engineer	01
Mechanical Engineer	01
Site Supervisor	02

The above personnel shall be graduate professional engineers or equivalent.

3. Bidder's Financial Capability:

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

- i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder.

The Bidder's Financial Statements for the last three years of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in prescribed Form QF-5 of Appendix-M to Bid given in Section-III of the Bidding Documents).

In case of JV, each JV partner shall meet the aforementioned criteria.

- ii. The Bidder's Income & Expenditure / Profit and Loss Accounts should show minimum average annual turnover for the last three years not less than **equal to the bid value** for participation in each lot (Information to be submitted in prescribed Form QF-6 of Appendix-M to Bid given in Section-III of the Bidding Documents).

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

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

- v. In case of JV, all the JV partners combined shall meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria. The Bidder shall provide his current work commitments in form QF-4 of Appendix-M to Bid given in Section-III of the Bidding Documents.

The bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8 of Appendix-M to Bid given in Section-III of the Bidding Documents.

4. Bidder's Litigation History

	<p>Bidders are required to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last five years.</p> <p>The Employer may disqualify bidder in the event that the total amount of pending or threatened litigation, arbitration or other claims represents fifty percent (50%) of the Bidder's net worth. Details in this regard should be submitted in the prescribed Form QF-9 given in Appendix-M of Section-III of Bidding Document.</p> <p>Construction Experience and Financial Capability of sub-contractors, subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder.</p> <p>The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.</p> <p>The above stated requirements are the minimum and the Employer reserves the right to request for any additional information. The Employer also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the Contract.</p> <p>The above stated Appendices should be completed as per prescribed format and submitted along with required attachments. The missing or incomplete information/documents may render the bid substantially non-responsive. In this regard, the Employer does not have an obligation to request any document/certificates.</p>
<p>IB 4.1</p>	<p>Add the following at the end of sub-clause 4.1:</p> <p>Two or more firms partially or wholly owned or directed by common individuals, regardless of the extent of their shares or interest with each other shall not be eligible to bid or compete for the same tender. Only one such firm shall be eligible to bid for a tender. However, such firms may form a joint venture to bid as one venture.</p>
<p>IB 6.1</p>	<p>The following para is added at the end of clause IB 6.1:</p> <p>The Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labor, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the Employer as basis for any claim for compensation. The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in regard to rates quoted shall not be entertained or considered by the Employer.</p>
<p>IB 7.2</p>	<p>The following para is added at the end of clause IB 7.2:</p> <p>The Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any).</p>

IB 8.1	<p>The Sub-Clause 8.1 is amended as follows: “Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer’s address indicated in the Invitation for Bids not later than 14 days prior to date fixed for submission of Bids. The Employer will respond to any request for clarification not later than 7 days prior to the deadline for submission of bids. Copies of the Employer’s response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source. Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of Bids.”</p>
IB 10.1	<p>The bid with all accompanying documents and all communications in relation to or concerning the bidding Process shall be in English language and strictly on the forms provided in the bidding Documents. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the bid, the translation in English shall prevail. Any portions of Bids that are not in English may not be evaluated. Failure to comply with this may disqualify a bid.</p>
IB 11.1	<p>Documents Comprising the Bid The Bid submitted by the Bidder shall be prepared in Single Stage Single Envelope (SSSE) form: Duly filled-in Form of Form of Bid (Annexure-A) with following Appendices to Bid:</p> <ul style="list-style-type: none"> i) Appendix-A to Bid Special Stipulations ii) Appendix-B to Bid Bill of Quantities iii) Appendix-C to Bid Bidder’s Qualification Forms iv) PEC License pursuant to Sub Clause 3.1(i); v) Price Bid & Bill of Quantities and Bid Security; and <p>Any other document required to be submitted in accordance with these Bidding Documents.</p>
IB 11.1(b)	<p>To be qualified for award, Bidders shall provide satisfactory evidence to the Employer of their capability and adequacy of resources to carry out the contract effectively.</p>
IB 11.1 (c)	<p>The bidder must demonstrate that it has the personnel for the key positions that meet the following requirements using format given in Appendix B:</p> <ul style="list-style-type: none"> • Electrical Engineers 5 years of general work experience with 03 years specific to project.
IB 11.2	<p>Following is added at the end of Sub-Clause IB.11.2: “(f) The maximum J.V. partners shall not be more than three (03).”</p>
IB 12.2	<p>These price schedules forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
IB 13	<p>Clause IB.13 is substituted with the following:</p> <p>“The unit rates and prices shall be quoted by the Bidder entirely in Pak Rupees. All payments under the contract shall be made in Pak Rupees only. Bidders expecting to incur expenditures in currency (ies) other than Pak Rupees shall manage foreign currency (ies) at their own arrangement. The exchange risk in this</p>

	regard, if any, shall be deemed to be included in unit rates and prices quoted by the Bidder.”
IB 14.1	The period for Bid validity shall be minimum (60) days after the date of Bid opening.
IB 15.1	The amount of Bid Security shall be Rs. 150,000/-.
IB 15.2	Sub-Clause IB.15.2 is substituted with the following: “The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Guarantee issued by a Scheduled Bank in Pakistan in favor of the DM-SKP-160MVA-ATF-02-2026 ” on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture submitting the Bid.
IB 15.6	The following is added at the end of Sub-Clause IB.15.6: “(d) If the Bidder is found involved in corrupt and fraudulent practices.”
IB 17.1	No pre-bid meeting will take place.
IB 19.2 (a)	Name and address of the Employer: Name: National Grid Company (NGC) of Pakistan (). Address: Deputy Manager, 500kV Grid Station NGCP Sheikhpura, 6-km Sharaqpur Road, Sheikhpura. Cell No. 92-3379928612
IB 19.2 (b)	SHIFTING, DRAGGING, PULLING AND TRANSPORTATION OF DISMANTLED 04 NOS. 220/132KV, 160MVA AUTO TRANSFORMERS FROM 132KV SWITCHYARD TO THE DEDICATED STORAGE AREA AT 500KV GRID STATION NGCP SHEIKHUPURA The identification number of the NCB is DM-SKP-160MVA-ATF-02-2026 .
IB 19.2 (c)	Para (c) of Sub-Clause 19.2 is substituted by the following: The outer envelopes and the inner envelopes containing the Bid shall bear a warning not to open before the time and date for the opening of Bids, in accordance with IB 23.1.
IB 20.1 (a)	Deadline for Submission of bid: Date: 10.06.2026 1300HRS Original Bid Security must be submitted at least 30 minutes before the Bid opening at below mentioned address. Address: Deputy Manager, 500kV Grid Station NGCP Sheikhpura, 6-km Sharaqpur Road, Sheikhpura. Cell No. 92-3379928612

IB 20.1 (c)	The delivery of the bid will at 500kV Grid Station NGCP Sheikhpura.
IB 23.1 (a)	<p>The Employer shall open the Bids at office of the Deputy Manager 500kV Grid Station NGCP Sheikhpura, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>Venue: Deputy Manager, 500kV Grid Station NGCP Sheikhpura, 6-km Sharaqpur Road, Sheikhpura. Cell No. 92-3379928612</p> <p>Date: 10.06.2026 at 1330HRS.</p>
IB 24.2	<p>Add the following new Sub Clause after IB 24.1:</p> <p>24.2 Bidders and their respective agents, suppliers, sub-contractors, representatives and anyone else on behalf of the bidder will not communicate or attempt to communicate directly or indirectly with the Employer, including any employees, directors, officers, agents or representatives of any of them during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Employer. Bidders will also not engage in any form of political or other lobbying whatsoever with respect to their Bids, or otherwise attempt to influence the outcome of the Competitive Bidding Process. In the event of any such communications or lobbying, Employer may at any time reject any Bid by that Bidder without further consideration.</p>
IB 25.1	<p>Add the following at the end of Sub-Clause 25.1:</p> <p>The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.</p>
IB 25.2	<p>Add the following new Sub-Clause:</p> <p>If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.</p>
IB 26.1	<ol style="list-style-type: none"> i. The Employer may refuse to consider, remove from the evaluation process entirely and to reject out right any Bid that the Employer determines is materially incomplete, obscure or irregular, that contains exceptions or variations not acceptable to the Employer or that omits any material information required to be submitted by the bidding Documents. ii. The evaluation of various experience criteria shall be done on the basis of certificates (issued by Order Placing Authority clearly indicating the date of issue) submitted by the bidder for which responsibility to furnish necessary documentary proof rests on participating Bidder.
IB 26.2	<p>Sub-Clause 26.2 is substituted by the following:</p> <p>"A substantially responsive Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) meets the qualification criteria delineated at Sub-Clause IB.3 hereof; and (iv) conforms to all the terms, conditions and</p>

	<p>specifications of the Bidding Documents, without material deviation or reservation. (v) is accompanied by the required Bid Security;</p> <p>A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.</p> <p>Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.”</p>
IB 26.4	<p>Following Sub-Clauses are added at the end of Sub-Clause 26.3:</p> <p>The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omits any material information required to be submitted by the Bidding Documents.</p>
IB 27.3	<p>Following Sub Clause is added after Sub Clause 27.2:</p> <p>If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.</p>
IB 28.1	<p>The Employer will evaluate the bids, including all clarifications, additional information, modifications and negotiated changes, by applying the Eligibility and Qualification Criteria. Without limiting the particular criteria, the Employer may take into account the following in the Evaluation of bids:</p> <ol style="list-style-type: none"> i. The quality of a bidder’s performance on previous contracts with Employer or others; ii. Anticipated or ongoing claims with or in connection with a bidder; iii. Any security or safety concerns which Employer may have in respect of a bidder or its facilities, subcontractors or suppliers; iv. The results of any interview with a bidder or supplied references: or v. Any knowledge of or experience with a bidder or its principals, directions, officers and employees. <p>The Employer may independently verify any information (including conducting credit, reference and other checks with respect to a bidder) and consider such findings in its evaluation.</p> <p>Employer is not required to inform bidders of how bids were ranked in the evaluation process.</p>
IB 28.4	<p>The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.</p> <p>If the price analysis is found unsatisfactory then the Employer may reject such bid.</p>
IB 28.5	<p>Following new Sub Clause is added after IB 28.4:</p> <p>The Employer will evaluate the Bids, including all clarifications, additional</p>

	<p>information, modifications and negotiated changes, by applying the Eligibility and Qualification Criteria. Without limiting the particular criteria, the Employer may take into account the following in the Evaluation of Bids:</p> <ol style="list-style-type: none"> i. Non-performance by a Bidder on previous contracts with Employer or others; ii. The quality of a Bidder's performance on previous contracts with Employer or others; iii. Anticipated or ongoing claims with or in connection with a Bidder; iv. Any security of safety concerns which Employer may have in respect of a Bidder or its facilities, subcontractors or suppliers; v. The results of any interview with a Bidder or supplied references: or vi. Any knowledge of or experience with a Bidder or its principals, directions, officers and employees. <p>The Employer may independently verify any information (including conducting credit, reference and other checks with respect to a Bidder) and consider such findings in its evaluation.</p> <p>Employer is not required to inform Bidders of how Bids were ranked in the evaluation process.</p>
<p>IB 29.3</p>	<p>Following text is added at the end of Sub Clause 29.2</p> <p>The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may inter alia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc .</p>
<p>IB 30.1</p>	<p>The Employer reserves the right to reject any bid on the following accounts, apart from those mentioned in the bidding documents:</p> <ol style="list-style-type: none"> i. Bid is not received by the due date and time specified. ii. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. iii. Bid does not cover the complete scope of work. iv. Bid does not contain all required particulars as per Schedules & Forms prescribed in the bidding documents. v. Deviations, conditionality or reservations have been introduced to any part of the bidding documents which may not be acceptable to the Employer in its sole discretion. vi. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. vii. Bid does not meet minimum acceptable standards of completeness, consistency and detail. viii. Bid received from any Black listed Firm / Contractor. <p>If at any time it is found that a material misrepresentation of facts is made or uncovered; the information submitted by the bidder concerning his qualification was false and materially inaccurate or incomplete. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.</p>

IB 32.1	The Bidder shall furnish an unconditional Performance Security, equal to ten percent (10%) of the total Contract Price in the form prescribed in the conditions of Contract.
IB 33	Text of Clause IB.33 is deleted and substituted as follows: Within Seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the successful bidder shall depute its representative duly authorized for formal signing of the Contract Agreement, Form of which is provided in the Bidding Documents.

SECTION-III

FORM OF BID AND APPENDICES TO BID

General

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.
2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.
3. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
4. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour , supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
7. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
8. Provisional sums if included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

Units & Abbreviations

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

The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees	PKR
Number	No.
Quantity	Qty

Pricing

10. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
11. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders, in the Bidding Documents. For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements), Technical Specifications, Drawings or elsewhere in the Bidding Documents.
12. Payments will be made to the Contractor in the currency indicated under each respective item.
13. The TOTAL for each Schedule and TOTAL of the Grand Summary shall be deemed to be the total price for executing and completing the Facilities in accordance with the Contract, whether or not each individual item has been priced.
14. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.
15. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Price Schedules will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Facilities, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

FORM OF BID
(Letter of Offer)

Bid Reference No. : DM-SKP-160MVA-ATF-02-2026

Name of Work: SHIFTING, DRAGGING, PULLING AND TRANSPORTATION OF DISMANTLED 04 NOS. 220/132KV, 160MVA AUTO TRANSFORMERS FROM 132KV SWITCHYARD TO THE DEDICATED STORAGE AREA AT 500KV GRID STATION NGCP SHEIKHUPURA

To:

Deputy Manager, 500kV Grid Station NGCP Sheikhpura,
6-km Sharaqpur Road, Sheikhpura.
Cell No. 92-33779928612

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices & Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Bidding Data Sheet.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

9. We agree to permit the Purchaser 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 Purchaser.
10. If our Bid is accepted, we commit to submit a Performance Security for the due performance of the Contract.
11. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20 _____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation _____

SECTION-IV
SCHEDULES TO BID

Schedule-A

SCHEDULE OF PRICES

Sr No.	Description of Work	Qty	Unit	Unit Rate	Total Amount
1.	Safe handling, jacking, shifting, and dragging of oil-filled 160MVA, 220/132kV Auto Transformer main body, along with all allied accessories including radiator tubes, conservator tank, cooling fans, control panel, wheels, and other transformer-related accessories, by chain pulley method from the 132kV switchyard up to approximately 10–15 meters, including loading onto trailer.	04	Job		
2.	Safe handling and transportation of oil-filled 160MVA, 220/132kV Auto Transformer main body along with all allied accessories including radiator tubes, conservator tank, cooling fans, control panel, wheels, and other transformer-related accessories on low-bed trailer from the 132kV switchyard up to approximately 500–600 meters, as per site requirement and site formation.	04	Job		
3.	Safe handling, unloading, jacking, shifting, and dragging of oil-filled 160MVA, 220/132kV Auto Transformer main body along with all allied accessories including radiator tubes, conservator tank, cooling fans, control panel, wheels, and other transformer-related accessories by chain pulley method from the trailer up to approximately 10–15 meters, including placement at a safe designated location as per site requirement and site formation.	04	Job		
				Sub Total	
				Add 18% GST	
				Grand Total	

Name _____

In the capacity of _____

Signed _____

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

Date: _____

Schedule-B

COMPLETION SCHEDULE

Item No.	Description of Work	Unit with Qty	Completion Period Required	Completion Period Offered
			From date of issuance of (NOA/W.O).	From date of issuance of (NOA/W.O).
1	2	3	4	5
1.	Safe handling, jacking, shifting, and dragging of oil-filled 160MVA, 220/132kV Auto Transformer main body, along with all allied accessories including radiator tubes, conservator tank, cooling fans, control panel, wheels, and other transformer-related accessories, by chain pulley method from the 132kV switchyard up to approximately 10–15 meters, including loading onto trailer.	04 Job	15 Days	
2.	Safe handling and transportation of oil-filled 160MVA, 220/132kV Auto Transformer main body along with all allied accessories including radiator tubes, conservator tank, cooling fans, control panel, wheels, and other transformer-related accessories on low-bed trailer from the 132kV switchyard up to approximately 500–600 meters, as per site requirement and site formation.	04 Job		
3.	Safe handling, unloading, jacking, shifting, and dragging of oil-filled 160MVA, 220/132kV Auto Transformer main body along with all allied accessories including radiator tubes, conservator tank, cooling fans, control panel, wheels, and other transformer-related accessories by chain pulley method from the trailer up to approximately 10–15 meters, including placement at a safe designated location as per site requirement and site formation.	04 Job		

SEAL & SIGNATURE OF BIDDER

SECTION-V
QUALIFICATION FORMS

QUALIFICATION FORMS

Performance Statement Form
Performance Certificate
Current Contract Commitments
Financial Data
Annual Turnover Data
Financial Resources

Note:-

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture partner(s), if any.
2. If necessary, additional sheets may be added to the forms. Each page of each form should be clearly marked in the right top corner as follows: Form QF1, page 1; Form QF1, page 2, etc.
3. Some forms will require attachments. Such attachments should be clearly marked as follows: Attachment 1 to Form QF1, Attachment 2 to Form QF1, etc.

QF-1. GENERAL INFORMATION

Bidder and its Joint Venture Partner(s) and/or Subcontractors are requested to complete the information in this form. Nationality information of Bidders should also be provided.

1.	Name of Bidder	
2.	Head office address	
3.	Local office address (if any)	
4.	Telephone	Contract
5.	Facsimile	e-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business	
	1.	Since:
	2.	Since:
	3.	Since:
	4.	Since:

Note:

Copies of following credentials shall be attached:

- (a) Copy of incorporation/registration certificate
- (b) Organization chart

Signature and Seal of the manufacturer/Bidder:

SUPPLIER'S EXPERIENCE

(For a period of Last 5 Years)

Name of the Equipment/Goods:

Order Placed by (full address of Purchaser)	Order No. and date	Description quantity of ordered equipment	Value of order	Date of completion of deliver as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory ? (Attach a certificate from the purchaser/ consignee)	Contact person along with Tele- phone No., Fax No. and email address

Signature and Seal of the manufacturer/Bidder:

QF-5. PERFORMANCE CERTIFICATE

It is certify 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/User	Description of Material	Quantity	Performance of Material

The above mentioned material installed in our system and its performance is found satisfactory.

Date of issuing _____

Signature of issuing authority with seal
Name and Designation of issuing authority
Address along with Phone No. and
Fax of issuing authority

Note: In case of those bidders who have supplied the similar or higher rating material to NGCP shall furnish the details of such supplies in the above Performa which shall be signed by

their authorized signatory along with seal and certificates is not required from the Purchaser/ User in respect of such supplies.

QF-6. CURRENT CONTRACT COMMITMENTS

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

Sr. No.	Particulars of works executed	Order No. & Date	Name of order placing Authority	Ordered Value (in)	Value of balance work (in)
1	2	3	4	5	6
2					
3					
4					
5					
6					
7					

Signature and Seal of the manufacturer/Bidder:

QF-7. FINANCIAL DATA

Financial Data for Previous 3 Years			
Particular	2022-23	2023-24	2024-25
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			
<ul style="list-style-type: none"> • Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions. • All such documents reflect the financial situation of the Bidder and not sister or parent companies. • Historic financial statements must be audited by a certified accountant. • 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). 			

Signature and Seal of the manufacturer/Bidder:

QF-8. ANNUAL TURNOVER DATA

Name of Bidder/Joint Venture Partner:

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. In case of a joint venture, a copy of the Joint Venture Agreement must be attached.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last three fiscal years		
Year	Turnover	US\$ Equivalent
2023		
2024		
2025		

Signature and Seal of manufacturer/Bidder:

QF-9. FINANCIAL RESOURCES

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

Financial Resources		
Sr.No.	Source of Financing	Amount In
1.		
2.		
3.		
4.		

Signature and Seal of manufacturer/Bidder:

SECTION-VI

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

“Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.

“Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

“Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“Day” means calendar day.

“Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

“Completion” means the fulfillment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.

“Eligible Countries” means the countries as per Appendix-A.

“GCC” means the General Conditions of Contract.

“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

“Purchaser’s Country” is the country specified in the Particular Conditions of Contract (PCC).

The “Purchaser” means the Employer who is the entity purchasing the Goods, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.

“PCC” means the Particular Conditions of Contract.

“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.

“Supplier” means the natural person, private or government

entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

“The Site,” where applicable, means the place named in the PCC.

Contract Document 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

**Corrupt and
Fraudulent
Practices**

For the purposes of this provision, the term “Corrupt and Fraudulent Practices” includes the offering, giving, receiving, or soliciting of any thing 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 in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to 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.

The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.

The Supplier shall permit the Purchaser 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 Purchaser, if so required by the Purchaser.

Interpretation

If the context so requires it, singular means plural and vice versa where the context requires.

Incoterms

The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

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.

Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

Amendment

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.

Non waiver

Subject to GCC Sub-Clause 4.5(b) 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 waiver of any subsequent or continuing breach of Contract.

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.

Severability

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.

Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the PCC. 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.

The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

Joint Venture, Unless otherwise specified in the PCC, if the Supplier is a joint

Consortium or Association	venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
Eligibility	<p>The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.</p> <p>All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</p>
Notices	<p>Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt.</p> <p>A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.</p>
Governing Law	The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the PCC.
Settlement of Disputes	<p>The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.</p>
Scope of Supply	<p>Subject to the PCC, the Goods to be supplied shall be as specified in Schedules to Bid.</p> <p>Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract</p>

as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.

Delivery	Subject to GCC Sub-Clause 33.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Supplier are specified in the PCC.
Supplier's Responsibilities	The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
Purchaser's Responsibilities	<p>Whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.</p> <p>The Purchaser shall afford all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.</p>
Contract Price	<p>The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.</p> <p>Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause 15.3.</p> <p>The Purchaser should develop the formula and other factors for Price Adjustment based on the principle of Clause 70.1 of PEC Bidding Documents for Civil Works and Standard Procedure and Formulae for Price Adjustment prepared by PEC, with following modifications:</p> <ol style="list-style-type: none">i. Adjustable material would be those raw materials used for manufacturing of specific Goods Items on which, in opinion of the Purchaser, the price adjustment is payable. However, the Purchaser shall calculate, to make project specific price adjustment formula, the appropriate weightages of major raw materials as per the PEC standard documents mentioned above.ii. In case of adjustable materials and labor, the current price indices shall be 42 days prior to date of Goods transport [or any other appropriate period may be incorporated by the Purchaser representing the mid-point of the period of manufacture], while in case of POL, the current price indices shall be 15 days [or any other reasonable period may be incorporated by the Purchaser] before the date of

Goods transport.

iii. Source for indices:

a. For Local Manufactured Items;

PICC cost data or any other credible source to be mentioned in bidding documents, failing which to be agreed between parties before signing the Contract.

b. For Foreign Manufactured Items;

London Metal Exchange (LME) Rate

OR

The Purchaser shall state "This is a Fixed Price Contract" in case the Price Adjustment is not applicable for lesser time of delivery or smaller quantities of Goods to be supplied.

Terms of Payment

The Contract Price shall be paid as specified in the PCC.

The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the PCC.

Taxes and Duties

For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

For Goods supplied from within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

Performance Security

The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the PCC.

The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the

Contract.

The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.

The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

Confidential Information

The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, required for the performance of the Contract.

The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

The Purchaser or Supplier need to share with the purchaser or other institutions participating in the financing of the Contract;

Now or hereafter enters the public domain through no fault of that party;

Can be proven to have been possessed by that party at the time

of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

Specifications and Standards

22.1 Technical Specifications and Drawings

The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.

The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

Packing and Documents

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit,

the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

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 the PCC, and in any other instructions ordered by the Purchaser.

Insurance

Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC.

Transportation

Unless otherwise specified in the PCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedules A and B to Bid.

Inspections and Tests

The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and /or inspections of the Goods as are specified in the Schedules to Bid.

The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the PCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable

costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

Liquidated Damages

Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

Unless otherwise specified in the PCC, the warranty shall remain valid for twenty four (24) months 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 PCC, or for **eighteen (18) months** after the date of shipment or loading in

the country of origin, whichever period concludes earlier.

The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such Notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Patent Indemnity

The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any

such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**Limitation
of Liability**

30.1 Except in cases of gross negligence or willful misconduct :

Neither party shall be liable to the other party 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 Purchaser; and

The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, 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 Purchaser with respect to patent infringement.

**Change in Laws
and
Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

Force Majeure

The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform 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.

Change Orders and Contract Amendments

The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

The method of shipment or packing;

The place of delivery; and

Any other

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 in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

Extensions of Time

If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

Termination

Termination for Default

The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

- (ii) If the Supplier fails to perform any other obligation under the Contract.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

If the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such 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 Purchaser.

Termination for Convenience

The Purchaser, by 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

To have any portion completed and delivered at the Contract terms and prices; and/or

To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

Assignment

The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Purchaser.

SECTION-VII
**PARTICULAR CONDITIONS
OF CONTRACT**

PARTICULAR CONDITIONS OF CONTRACT

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Sub Clause 1.1 (g')	Add the following new item after item (g): (g') "Engineer" means Deputy Manager, 500kV Grid Station NGCP Sheikhpura, 6-km Sharaqpur Road, Sheikhpura or the other person for the time being or from time to time duly appointed in writing by the Purchaser to act as the Engineer for the purposes of the Contract and includes such other persons (if any) to whom Engineer's authority may have been lawfully delegated pursuant to the Contract.
GCC Sub Clause 1.1 (j)	The Purchaser's country is: Islamic Republic of Pakistan
GCC Sub Clause 1.1 (k)	The Purchaser is: National Grid Company (NGC) of Pakistan ()
GCC Sub Clause 1.1 (o)	The Site for the Project is : 500kV Grid Station NGC Sheikhpura
GCC Sub Clause 3.1	Add the following item after GCC Sub-Clause 3.1 (b): (c) The purchaser will declare a bidder ineligible, either indefinitely or for stated period of time if purchase any time determines that the bidder has engaged in corrupt fraudulent practice in competing for or in executing the contract.
GCC Sub Clause 4.1	Add the following at the end of GCC Sub-Clause 4.1: Heading have no significance. Words have their normal meaning under the language of the Contracts unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
GCC Sub Clause 5.1	The language shall be English.
GCC Sub Clause 8.1	For <u>Notices</u> , the Purchaser's address shall be: Attention: Deputy Manager, 500kV Grid Station NGCP Sheikhpura, 6-km Sharaqpur Road, Sheikhpura, City: Sheikhpura. Country: Pakistan Telephone/Cell No. 92-33779928612 The Supplier's address shall be: [To be filled in at the time of signing of Contract.]
GCC Sub Clause 9.1	The Contract shall be interpreted and construed in accordance with the laws of Islamic Republic of Pakistan
GCC Sub Clause 10.2	Delete GCC Sub-Clause 10.2 and replace it with the following: <u>(i) Engineer's Decision</u> If a dispute of any kind whatsoever arises between the Purchaser and the Supplier in connection with the Contract, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Purchaser and the Supplier. Unless the Contract has already been repudiated or terminated, the Supplier shall, in every case, continue to proceed with the contract with all due diligence and the Supplier and the Purchaser shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

	<p><u>(ii) Notice of Dissatisfaction</u></p> <p>If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub Clause 10.2(i) here above, the Party may give notice of dissatisfaction referring to this Sub Clause within 14 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an Arbitrator.</p> <p><u>(iii) Arbitration</u></p> <p>A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940. Place of Arbitration shall be Sheikhupura, Pakistan.</p>
GCC Sub Clause 11.1	The scope of Goods Supply is described in Section IV (Schedules to Bid).
GCC Sub Clause 12.1	<p>A) Details of documents to be furnished by the Supplier shall be:</p> <p>a) Four copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount.</p> <p>b) Delivery note.</p> <p>c) Manufacturer's or Supplier's warranty certificate.</p> <p>d) Inspection certificate issued by the nominated inspection agency, and</p> <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC Sub Clause 12.2	<p>Add the following new Sub-Clause after GCC 12.1:</p> <p>12.2 Delivery shall be deemed to have been made:</p> <p>(a) in the case of ex-works/ex-factory, ex-show room, ex-warehouse or off-the-shelf contract, when evidence that delivery of the Goods has been taken place in accordance with the term of the Contract, together with the invoice(s) and all such other documentation as shall be specified by the Engineer/NGC have been submitted.</p> <p>(b) in the case of Contract including delivery of the Goods to NGC designated storage yard, when evidence that delivery of the Goods to the NGCP designated storage yard has taken place in accordance with the terms of the Contract, together with documentation as shall be specified by the Engineer/NGC have submitted.</p>
GCC Sub Clause 13.2	<p>Add the following new Sub Clause after GCC 13.1:</p> <p>An un-excused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions; forfeiture of its Performance Security, imposition of Liquidated Damages, and/or termination of the Contract for default.</p>
GCC Sub Clause 15.3	This is a fixed price Contract.
GCC Sub Clause 16.1	<p>The terms of payment shall be:</p> <p>The payment shall be made through normal NGC () Payment procedure for which demand shall be raised by the Deputy Manager 500kV Grid Station Sheikhupura office and payment shall be made accordingly after release of funds from CFO NGC office</p> <p>On Completion: 100% payment of the Contract price against completion of work shall be paid by NGC () from its own resources.</p>
GCC Sub Clause 16.4	<p>The currencies for payments shall be:</p> <p>Pak. Rupees (for the services and goods being offered from within Pakistan).</p> <p>The amounts and currencies of the payment shall be in proportion to the amounts and</p>

	currencies of the contract price.
GCC Sub Clause 18.1	Performance Security: The Supplier shall provide a Performance Security of 10% percent of the Contract Price. The Performance Security shall be denominated in the currency of the contract.
GCC Sub Clause 18.3	The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Bank Guarantee or AA Insurance Guarantee. The cost of complying with the requirements of this Sub-Clause shall be borne by the Contractor.
GCC Sub Clause 18.4	Discharge of Performance Security shall take place not later than Six (06) months from the date of Completion.
GCC Sub Clause 27.1	The liquidated damage shall be 0.1 % of the total Contract Price per day or part thereof. The maximum amount of liquidated damages shall be ten percent (10%) of the Contract Price.

SECTION-VIII
STANDARD FORMS

STANDARD FORMS

FORM OF BID SECURITY (Bank Guarantee)

Security Executed on

Name of Surety (Bank) (Date) with Address:

Name of Principal (Scheduled Bank in Pakistan) (Bidder) with Address

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

Bid Reference No.

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

(hereinafter called the 'Purchaser') 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 Purchaser; and

WHEREAS, the Purchaser has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Purchaser, 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 Purchaser, notice of which extension(s) to the Surety is hereby waived;
- (2) That the Bid Security of unsuccessful Bidders will be returned by the Purchaser after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement and furnish the required Performance Security, the entire said sum be paid immediately to the said Purchaser pursuant to Clause 19.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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

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

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

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

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

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

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Purchaser]

Name of Guarantor (Bank) with
address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Supplier/Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Purchaser) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Purchaser, 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 Purchaser's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warranty, of Conditions of Contract are fulfilled.

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

Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

		Guarantor (Bank)
Witness:		
1. _____		Signature

_____		Name

Corporate Secretary (Seal)		Title

2. _____		

(Seal)	Name, Title & Address	Corporate Guarantor

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____,
_20____, between _____ of
_____ (hereinafter “the Purchaser”), of the one part, and
_____ of _____
(hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser 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 Purchaser’s Notification to the Supplier of Award of Contract (Letter of Acceptance);
 - (b) The Form of Bid and the Price Schedules submitted by the Supplier;
 - (c) The Particular Conditions of Contract; Part-II
 - (d) The General Conditions of Contract; Part-I
 - (e) The Schedule to Bid (other than Price Schedule);
 - (f) Appendices to Bid;
 - (g) Specifications;
 - (h) Drawings; and
 - (i) Any other Item

This Contract 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 Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser 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 the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signature of the Supplier
Purchaser

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)
Address)

Signature of the

(Seal)

Witness:

(Name, Title and

SECTION-IX

TECHNICAL PROVISIONS AND SPECIFICATIONS

TECHNICAL PROVISIONS AND SPECIFICATIONS

1 GENERAL

- 1.1 All design, equipment, material and workmanship shall comply with and be tested in accordance with requirements of the Specifications. Equipment or parts which are not covered by the Specifications, shall comply with approved National Standardizing bodies.
- 1.2 The general intent of these specifications is to require the supply of equipment and materials equal or superior to those actually described herein. Unless otherwise stated, reference to the brand or manufacture, if made is only for the sake of comparison as to type, design, character or quality of the equipment and materials desired and shall not be interpreted as eliminating other equipment and materials of equal performance quality and durability.
- 1.3 All questions arising as to the acceptability or other wise of the equipment and materials offered shall be decided by Deputy Manager 500kV Grid Station NGCP Sheikhpura, whose decision shall be final.

2 UNITS OF MEASUREMENT

- 2.1 All dimensions and units given by the Bidder in the Bid shall be in the form as specified in the schedule of prices. Where not specified, all weights, measurements and quantities shall be No units.

3 SPECIAL PROVISIONS

- 3.1 The contract shall be executed in strict conformity with the specifications mentioned in this section and the supplier shall do no `Work` without proper specifications.
- 3.2 All the goods, the quantities of which are defined in Schedule of Prices for main equipment, shall be of the material in accordance with the Technical Specifications appended hereto.
- 3.3 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 relates to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

- 3.4 Goods and material specified in the Technical Specification must comply with standards cited or other recognized standards, which ensure an equal or higher quality than the standards mentioned.

4.1 Specifications and drawings

- i. The contractor shall visit the site of **500kV Grid Station Sheikhpura** before delivery in order to determine/finalize the positions/locations in consultation with relevant personnel of NGC.
- ii. All drawings and documents furnished by the Contractor/Manufacturer in accordance with the contract shall become the property of the employer.

4.2. Inspection/Testing:

The offered material shall be subject to inspection at manufacturer/Bidder's facility before delivery to site of work.

As soon as Goods are ready for inspection the Supplier shall give a notice in writing of Three (03) days prior/in advance for inspection to Deputy Manager 500kV Grid Station NGCP Sheikhpura with date, time and place.

The inspector shall check carry out all the necessary visual checks & operational performance checks to demonstrate that the furniture and equipment meets the functional and performance requirements as specified in the Specifications

5. Language

- 5.1. All correspondence, literature, drawings, name plates, diagrams, applicable data, equipment details, instructions and maintenance books and manuals, spare parts, books and descriptive data shall be in the English language.

Supplementary Information

SI-01 ACQUAINTANCE WITH SITE

The contractor shall inspect and examine the site to ensure that the furniture being offered can be adjusted in the rooms as per ergonomic and aesthetic requirements.

SI-02 LOCATION OF SITE

The location and name of site is: **500kV Grid Station Sheikhpura**

Quantity of each items required is mentioned in Schedule A, Section IV of bidding document.

SI-03. TRANSPORTATION OF GOODS

General

The Contractor shall be responsible for the loading, unloading and safe transportation of all goods / material required for completion of the contract/job as per scope of the tender. All the expenses in this context shall be borne by the contractor

SI-04 SCHEDULE

The contractor shall carry out the Work in accordance with the dates/ periods specified in General as well as Special Conditions of Contract and with the approved Schedule. In the said context, the contractor shall submit a final schedule to NGC within 07 days of signing of contract.

SI-05 SITE FACILITIES AND SERVICES

Attention is drawn to the obligations of the supplier/manufacturer to make his own arrangements at his own expense for Services or facilities provided to his employees. Any cost incurred by the supplier/manufacturer in respect of any of such Site facilities or services under the Contract shall be deemed to be included in the rates and prices

in the Price Schedule and no separate payment, therefore, will be made to the supplier/manufacturer. Therefore, it is the responsibility of the supplier/manufacturer to visit the site during the tender phase and to familiarize himself with conditions related to it. If the location of the site is not indicated in the Supplementary Specification, it can be obtained from the Department. No claim for additional payment related to ignorance of site conditions will be accepted. By submitting a tender it is accepted that the supplier/manufacturer is fully aware of all site conditions as well as the access to it, and has allowed for this in their tender price.

NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGCP)



REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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CHAPTER NO.1

1.1 INTRODUCTION

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

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

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

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

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

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

1.2 EXTENT OF APPLICATION

- i. The procedure shall be applicable and remain in force, along with any amendments thereto, within NGCP until any clear instructions or guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.
- ii. The procedure shall also be applicable on the pre-qualified firms.
- iii. The procedure shall be applicable on any “Person”, which for the purposes of this SOP shall *interalia* include suppliers, bidders, contractors, consultants, firms, individuals, and organizations transacting business with NGCP.
- iv. Wherever any provision of this SOP shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of such applicable guidelines, laws, or rules shall prevail.
- v. This SOP shall become a part of the future Bidding Documents and the person(s) will submit an Undertaking along-with his bid that he has read and accepts the provisions of this SOP. Non-submission of an Undertaking may result in rejection of his bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

CHAPTER NO. 2

2. REASONS OF BLACKLISTING

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

2.1.1 Pre- Award Stage:

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

- i. Indulging in Corrupt, Fraudulent as well as Collusive practices.
- ii. Submission of false and spurious documents, making false statements, making frivolous complaints and allegations to gain undue advantage.
- iii. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature.
- iv. Submission of false bid security or infringement of documents to get undue monetary or any other benefit.
- v. Breach of confidentiality of evaluation process as mentioned in Appendix-1 based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.

2.1.2 Post- Award Stage:

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

- i. Extraordinary delay in signing or refusal to accept the Notification of Award and/or the contract without any cogent reason.
- ii. Misconduct, i.e., failure to proceed with the signed contract, withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frustrating the evaluation/bidding process and not responding to written communication in a reasonable time.
- iii. Causes mentioned in Clause 2.1.1 (i, ii & iii) above.
- iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment Guarantee etc.
- v. Non-satisfactory performance as mentioned in Appendix-2 during the execution of the contract.
- vi. Non-performance or Breach of provisions / clauses of the contract agreements.

- vii. Notwithstanding the warranty/defect liability period, any defect in a product, equipment, plant, facility or services rendered that may subsequently surface during field operations within 5 years of its commissioning.
- viii. Failure to honour obligations within warranty period or defect liability period as defined in the contract.

2.1.3 *Other Causes*

- i. The person is blacklisted by any Government department in Pakistan, or it is established that the firm is involved in any kind of corruption or corrupt practices anywhere in the world.
- ii. Violations of provisions / instructions set down in the Bidding Documents.
- iii. Any attempt / activity to malign or bring NGCP into disrepute and harm its interest(s).
- iv. Person(s) blacklisted by International Financial Institutions (donor agencies) will be liable to be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.
- v. Any other cause deemed just and appropriate by NGCP in the given circumstances.

Note:

- (1) If above mentioned causes occur either on part of the principal bidder or the local agent, both shall be considered for blacklisting / debarment.
- (2) The authorization of the foreign bidder to local agent shall contain his complete particulars including the name of the company, name of the owner, National Tax number (NTN), CNIC (Computerized National Identity Card) No. etc. In case, the said information is found to be missing, even after calling for the same within a reasonable time, the authority letter shall not be accepted.
- (3) The Bidding Documents shall be issued against original authority letter or in case of scanned copy, the email of the foreign bidder shall be enclosed. However, at the time of bidding, the original authority letter shall be attached with the bid. In the absence of the same, the bid shall be rejected.

CHAPTER NO. 4

4.1PROCEDURE FOR BLACKLISTING

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

4.2INITIATION OF AN ACTION

- (i) Within a period of 15 days after receiving the recommendations of Blacklisting / Debarment from the concerned Project Authority, the Convener of the Committee shall issue a Show Cause Notice (“**Notice**”) thereby informing the Person about the alleged charges and shall provide an opportunity to the defend said charges within a time period of 15 (fifteen) days.
- (ii) The person(s) shall be accorded adequate opportunity of hearing in order to defend the charges within the given timelines.
- (iii) The Notice to the Person shall be sent at the mailing/postal address as provided under the Contract or any other address provided by way of subsequent written communication by the Person. The non-receipt of the Notice due to incorrect / change in mailing address without any written communication shall not be attributable to NGCP. In case of non-receipt of any reply from the accused person within the formulated time, but not less than the time given in 4.2 (i) above, the Committee shall have the right to proceed on Ex-parte basis.

4.3DECISION

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

4.4COMMUNICATION OF DECISION

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

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

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

- (i) The Blacklisting on the grounds and reasons specified herein above in Chapter No. 2 shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years, except in cases where debarment/blacklisting has been done by any other government department or an International Financial Institution (Donor Agency).
- (ii) In case the person has been blacklisted by the government department or the International Financial Institution (donor agency), the period of blacklisting/debarment shall be for a maximum period of 3 years or the time period for which the concerned government department/International Financial Institution (Donor Agency) debarred the contractor (whichever is higher).

4.6 ACTION AFTER PERSONS ARE PLACED ON BLACKLISTING LIST.

- i. The decision of blacklisting will be immediately circulated to all concerned as mentioned at Clause 4.4 above.
- ii. In case of a contract already awarded to a person which has been blacklisted and termination is either not possible or not feasible, the concerned Project Authority may proceed in this case to complete the contract with the approval of Competent Authority.
- iii. The blacklisted person shall stand disqualified from bidding from the date of decision against them. Any pending bids shall also stand rejected. If a contract has already been awarded to person, it shall be voidable at the option of NGCP as per 4.6 (ii) above.
- iv. A separate register or data base will be maintained for blacklisted firms indicating reasons and period.

4.7 EFFECTIVENESS

These guidelines / SOP or any amendments thereof shall take effect immediately after its approval from Board of Directors of NGCP.

APPENDIX-1

PROCESS TO DEAL WITH FRIVOLOUS COMPLAINTS

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

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

- i. Anonymous complaints shall not be entertained.
- ii. The Procuring Agency reserves the right to call for an affidavit from the complainant verifying the truthfulness and correctness of the contents of the complaint.
- iii. The notice of displeasure and explanation will be immediately sent to those persons who lodge frivolous complaint(s) during the evaluation process.
 - iii (a) If the person itself or through its agent or any third party does not refrain from making frivolous complaints in the same tender or any other tender, an official warning will be sent and their case may be sent to “NGCP’s Rights Protection Committee” which may analyse the situation and suggest action including the rejection of the bid of the complainant. However, Project Authority may reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.
 - iii (b) If the same person itself or through its agent or any third party lodges a frivolous complaint in another tender floating in parallel before decision of the Grievance Committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for a minimum period of six months under intimation to the Grievance Committee and MD NGCP.
- iv. In order to monitor the record of the persons, a data base will be maintained at NGCP’s website and the offices of the project authorities regarding such persons who consistently lodge frivolous complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

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

APPENDIX-2
GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

- i. After signing of the contract, the Project authority (or the Consultant / Engineer) must monitor and evaluate the Contractor's performance, that is, whether the Contractor is fulfilling his obligations based on the terms of the contract and plans that were developed and agreed upon with the Project authority at the time of signing of contract or during kick-off meetings..
- ii. Though the performance evaluation of any person is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, nevertheless, a person's Performance Evaluation Report may be prepared for the consumption and benefit of the procuring agency or for any other purpose at the completion of the project, as the case may be.
- iii. The performance evaluation report shall be prepared for all contracts of more than Rs. 100 million. When based on the Evaluation Report, the performance of a person is non-satisfactory, the procuring agency may initiate the case for blacklisting of the person in accordance with the terms of this SOP. For the avoidance of doubt, consistent failure to provide satisfactory performance shall also include performances in a single or multiple contracts executed or being executed by the same person, as the case may be.
- iv. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *inter alia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders. The procuring agency shall be the sole judge to determine the projects of vital or critical importance.
- v. In case of ordinary delay in performance in 2 consecutive contracts within a period of 3 years, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *inter alia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders.

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