

SECTION-I

INVITATION FOR BIDS

INVITATION FOR BIDS

Date: August-2026

Bid Reference No: TLS-23-2026

1. National Grid Company of Pakistan (NGC) “the Employer”, intends to get the Works done for Contract No. TLS-23-2026 through NGC own resources. The Scope of works includes Detailed Survey and Subsoil investigation of 500 kV S/C Transmission Line from Chashma-5 Nuclear Power Plant (NPP) to Ludewala (Approx. 150 km)
2. The Employer invites sealed bids from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the above scope of Works. National Competitive Bidding (NCB) will be conducted in accordance with PEC Single Stage-Two Envelope (SSTE) procedure.
3. Bidders may obtain further information from the Office of the Employer, at:

Director General (Procurement) NGC,
8th Floor Shaheen Complex, Edgerton Road
Lahore, Pakistan
Telephone No. 92-42-99202597
Email: dg.procurement@ngc.gov.pk

4. A complete set Bidding Documents may be downloaded from the NGC website, PPRA website, and e-PADS.

5. Qualification Criteria:

- a. The bidder/JV Partner/Consortium Member should have executed, as a single entity or as JV partner or a Consortium member, contract(s) for route alignment / check survey of 220kV or higher voltage overhead transmission lines (OHTL) of at least 50km during last ten (10) years.
- b. The bidder/JV Partner/Consortium Member should have executed, as a single entity or as JV partner or a Consortium member, contract(s) for subsoil investigation of 220kV or higher voltage overhead transmission lines (OHTL) of at least 50km during last ten (10) years.
- c. Any JV partner/consortium member not meeting criteria a & b above, should have experience in Survey or Soil Investigation or Construction of transmission line of any voltage level during last ten (10) years.

Supporting documents shall be submitted by the bidder to substantiate the claimed experience.

6. All bids must be accompanied by a Bid Security in the amount not less as specified in the bidding document. The Bid Security shall be in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the **Chief Engineer (MP&M) NTDC** valid for a period up to twenty-eight (28) days beyond the bid validity date.

7. The bids must be submitted through e-PADS only on or before **10th September-2026** at **11:00 am**, however, Bid Security is required to be submitted in Original (hard copy) before bids closing deadline. Technical Bids will be opened at **11:30 am** on the same day, in the presence of Bidder's representatives who choose to attend at the same address.
 8. The bids must be received by the Employer through e-PADS only before the bid submission deadline.
 9. All bidders must fill in check list before submission of bid in their own interest as per section C of Instructions to Bidders which is a mandatory requirement.
 10. NGC reserve all its rights regarding rejection of bids as defined in Clause 33(1) of PPRA Rules 2004.
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SECTION-II

INSTRUCTIONS TO BIDDERS

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BIDDING DATA

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INSTRUCTIONS TO BIDDERS

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

IB.3 Eligible Bidders

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

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit 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. Forms of Bids and schedules to bids
 4. Conditions of Contract
 5. 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 Advance Guarantee/Bond.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

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

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

IB.9 Amendment of Bidding Documents

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

- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources alongwith 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.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the

“Foreign Currency Requirements”) shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder’s home country or, (ii) at the bidder’s option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

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

IB.14 Bid Validity

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

IB.15 Bid Security

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

Agreement.

15.6 The Bid Security may be forfeited:

- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
- (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
- (c) 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 Daywork; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

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

IB.31 Notification of Award

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

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of 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, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

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

BID DATA SHEET

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

IB 1.1	Name and address of the Employer: Name: Director General (Procurement) NGC, Address: 8th Floor Shaheen Complex, Egerton Road Lahore, Pakistan Telephone No. 92-42-99202597 Email: dg.procurement@ngc.gov.pk
IB 1.1	The bidding is open to National Competitive Bidding (NCB).
IB 1.1	Brief Description of Works The Scope of works includes Detailed Survey and Subsoil investigation of 500 kV S/C Transmission Line from Chasma-5 Nuclear Power Plant (NPP) to Ludewala (Approx. 150 km)
IB 2.1	Source of Funding: NGC's own resources
IB 3.1 (a)	The Invitation for Bids is open to all bidders in their sole capacity or as joint venture/consortium meeting the following requirements: i) The Bidder/JV Partner/Consortium member shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in the relevant category or had applied for renewal of license before submission of its bid. ii) Only those Firms/Companies/Contractors will be eligible to bid who are active taxpayers as per Federal Board of Revenue Data base i.e. Active Taxpayer List (ATL) for both Income Tax & Sales Tax and relevant provincial revenue authorities/boards as the case may be. iii) The Bidder shall not be blacklisted by NGC/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 NGC/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 NGC Policy for Blacklisting of Contractors (copy of policy attached with the bidding documents). Non-submission of this undertaking may result in the rejection of the bid. The undertaking will subsequently become part of the Contract Agreement as well.

IB 3.1(b)	Qualification of the Bidders: To be qualified for the award of a contract, the bidder shall meet the qualification criteria delineated herein below: 1. <u>Qualification Criteria:</u> a. The bidder/JV Partner/Consortium Member should have executed, as a single entity or as JV partner or a Consortium member, contract(s) for route alignment / check survey of 220kV or higher voltage overhead transmission lines (OHTL) of at least 50km during last ten (10) years. b. The bidder/JV Partner/Consortium Member should have executed, as a single entity or as JV partner or a Consortium member, contract(s) for subsoil investigation of 220kV or higher voltage overhead transmission lines (OHTL) of at least 50km during last ten (10) years. c. Any JV partner/consortium member not meeting criteria a & b above, should have experience in Survey or Soil Investigation or Construction of transmission line of any voltage level during last ten (10) years. Supporting documents shall be submitted by the bidder to substantiate the claimed experience. 2. <u>Key Personnel:</u> The bidder/JV/Consortium must have key personnel with related expertise and knowledge/experience on their payroll or at least have consent of key personnel to work on this project. (Information to be submitted as per Form QF-7 of Appendix-G to Bid given in the Bidding Documents). The technical bids would be evaluated on the basis of key personnel qualification, experience and extent of availability for this assignment. A bid will be liable to be rejected if any three of the Key Personnel do not meet the criteria defined in QF-7(a). In case the bidder has two Key Personnel, who do not meet the criteria, they would have to be replaced with qualified candidates who meet the criteria and are acceptable to the Employer within the time provided by the Employer. In case, the bidder fails to provide qualified candidates, the bid will be rejected. 3. <u>Equipment Capability:</u> The bidder/JV/Consortium should own or have assured access to key items of equipment in full working order, and must demonstrate that, based on known commitments, these will be available for deployment on the proposed work. (Information to be submitted as per Appendix-E to Bid given in the Bidding Documents). 4. <u>Bidder's Financial Capability:</u>
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The Bidder/JV Members/Consortium Members shall have a sound financial background, i.e., their net worth shall be positive for the last three (03) years, duly supported by audited financial statements bearing a valid Unique Document Identification Number (UDIN) issued by the relevant professional body of the auditor. (Information to be submitted in prescribed Form QF-5 of Appendix-G to Bid given in the Bidding Documents).

However, in case of Public Sector State-Owned Enterprises (SOEs), submission of the latest available audited financial statements shall be acceptable to meet this requirement.

5. Bidder's Litigation History:

Bidders are required to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last five years. The Employer may disqualify bidder in the event that the total amount of pending or threatened litigation, arbitration or other claims represents fifty percent (50%) of the Bidder's net worth. Details in this regard should be submitted in the prescribed Form QF-6 given in Appendix-G of Bidding Document.

6. Bidding Notes/Instructions:

- a. Experience and Financial Capability of sub-contractors, subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder.
- b. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.
- c. 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.
- d. 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 additional documents.

IB 3.2	The following sub clause is added after 3.1: A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: (i) they have controlling shareholders in common; or (ii) they receive or have received any direct or indirect subsidy from any of them; or (iii) they have the same legal representative for purposes of this bid; or (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (v) A Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.
IB 6.1	The Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labor, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the Employer as basis for any claim for compensation. The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in regard to rates quoted shall not be entertained or considered by the Employer.
IB 7.2	The complete Bidding Document including Addenda (if any) will be available on Employer's website i.e. www.ntdc.com.pk and on e-PADS. The Bidders are responsible for the completeness of the Bidding Document in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any).
IB 8.1	The Sub-Clause 8.1 is amended to the following extent: No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Purchaser's response will be made not later than 7 days prior to the date fixed for submission of Bids. Moreover, the bidders may also submit their request for clarification through e-PADS. Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of Bids. The Employer's response to the pre-bid clarifications will be communicated via publishing on NGC's website and on e-PADS

IB 9.2	The sub-clause 9.2 is amended as under: Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-clause 7.1 hereof and shall be communicated via publishing on NGC's website and on e-PADS.
IB 10.1	The bid with all accompanying documents and all communications in relation to or concerning the bidding Process shall be in English language and strictly on the forms provided in the bidding Documents. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the bid, the translation in English shall prevail. Any portions of Bids that are not in English may not be evaluated. Failure to comply with this may disqualify a bid.
IB 11.1	Documents Comprising the Bid The Bidder shall submit the bid through e-PADS only in 2 separate pdf files, one to be referred as "Technical Bid" and the other to be referred as "Price Bid" comprising the following documents in the respective pdf files, however, Bid Security is required to be submitted in original before bids submission deadline: I. Technical Bid a) Duly filled-in Form of Technical Bid with following Appendices to Bid: (i) Appendix-B to Bid: Specific Works Data (ii) Appendix-C to Bid: Works to be Performed by Subcontractors (iii) Appendix-D to Bid: Proposed Program of Works (iv) Appendix-E to Bid: Method of Performing Works (v) Appendix-F to Bid: Integrity Pact (Duly signed & stamped) (vi) Appendix-G to Bid: Bidder's Qualification Forms b) Bid Security c) Written Power of Attorney, duly notarized, authorizing the signatory of the bid to act for and on behalf of the Bidder; d) Copies of Original Documents defining the constitution or legal status, place of registration and principal place of business of the bidder, JV partners and consortium members; e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(a)(iii); f) An Affidavit that the Bidder has read and accepts NGC's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(a)(iii); g) An Affidavit that bidder has read and accepts the NGC's SOPs for EOT; h) Sub-Contractor Authorization

	i) PEC license pursuant to Sub-Clause 3.1(i); j) Survey of Pakistan Registration Certificate of relevant key personnel; and k) Any other document required to be submitted in accordance with these Bidding Documents. II. Price Bid a) Duly filled-in Form of Price Bid with following schedule to Bid: i) Appendix-A to Bid: Schedule of Prices b) Any other document required to be submitted in accordance with these Bidding Documents.
IB 11.2	The text “Joint Venture” is replaced with “Joint Venture/Consortium”, and the text “Joint Venture Partners” is replaced with “Joint Venture Partners/Consortium Members”.
IB 12.3	Add the following new Sub-Clause IB 12.3: The prices quoted by the bidder shall be firm and shall not be adjustable.
IB 13	Clause IB.13 is substituted with the following: “The unit rates and prices shall be quoted by the Bidder entirely in Pak Rupees. All payments under the contract shall be made in Pak Rupees only. Bidders expecting to incur expenditures in currency(ies) other than Pak Rupees shall manage foreign currency(ies) at their own arrangement. The exchange risk in this regard, if any, shall be deemed to be included in unit rates and prices quoted by the Bidder.”
IB 14.1	The period for Bid validity shall be minimum one hundred & fifty (150) days after the date of Bid opening.
IB 15.1	The amount of Bid Security shall not be less than PKR 504,000/-
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 or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of Chief Engineer (MP&M) NTDC 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/Consortium shall be in the name of Joint Venture/Consortium submitting the Bid. For avoidance of doubt, a Bid Security issued by a foreign bank but not counter guaranteed by a Scheduled Bank in Pakistan shall not be acceptable and rejected as non-responsive.” Moreover, the bid shall be considered non-responsive in case of non-receipt of original Bid Security (in hard copy) in accordance with ITB 15.1 or 15.2 before the bids closing deadline.

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 15.7	The following clause is added after Clause 15.6: A bid must be accompanied by an acceptable Bid Security that is unconditional, irrevocable and callable. If a bidder submits a Bid Security that has following discrepancies (to the extent mentioned against each), the Procuring Agency shall request the Bidder to submit a complaint bid security within fourteen (14) days of receiving such request. Failure to provide a complaint bid security within the prescribed period of receiving such a request shall cause the rejection of the bid. Any bid accompanied by bid security with deviation greater than the extent mentioned below shall be rejected: i. Bid Security amount is short within 10% of Bid Security amount; and/or ii. Bid Security validity period is short by a maximum of two days iii. Any changes with respect to format/text which does not hurt the right of employer for encashment of the guarantee and does not limit the obligation of the bidder as required in the Bidding Document/Bid Security Format. Note: The validity period of the “Deposit at Call” shall be considered 180 days from the date of issuance.
IB 17.1	Pre-bid meeting will be held as per the following schedule: Date: 28th August, 2026 Time: 10:00 AM Venue: Director General (Procurement) NGC, 8th Floor Shaheen Complex, Egerton Road Lahore, Pakistan Telephone No. 92-42-99202597 E-mail address: dg.procurement@ngc.gov.pk
IB 17.3	Clause-17.3 is amended as under: Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be communicated via publishing on NGC’s website and on e-PADS. 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.
IB 18.4	Text of ITB-18.4 is deleted and replaced it with the following: Each bidder shall prepare by filling out the forms completely and without alterations of the documents comprising the bid as described in Clause IB.7.
IB.19.1	Sub-Clause 19.1 is substituted by the following: (a) Firms are required to submit their bids through e-PADS only. However, Bid Security is required to be submitted in original before bids submission deadline. (b) The Technical bid should be submitted as a single PDF file named “Tender [Tender Number] - TECHNICAL BID - [Name of Proposing Firm]”.

	(c) The Financial bid should be submitted as a single PDF file named “Tender [Tender Number] - FINANCIAL BID - [Name of Proposing Firm]”. (d) The Procuring Agency shall reject the bid, if the bid submitted through e-PADS found corrupt, unreadable or contains a virus.
IB 19.2	Deleted
IB 19.3	Deleted
IB 19.4	Deleted
IB 20.1 (a)	Firms are required to submit their bids through e-PADS only on or before bid submission deadline. However, Bid Security is required to be submitted in original before bids submission deadline. Deadline for Submission of bid: Date: 10th Spetember-2026 Time: 11:00 AM Employer's address for the purpose of Bid Security submission: Director General (Procurement) NGC, 8th Floor Shaheen Complex, Egerton Road Lahore, Pakistan Telephone No. 92-42-99202597 E-mail address: dg.procurement@ngc.gov.pk
IB 20.1 (b)	Deleted
IB 20.1 (c)	Deleted
IB 20.1 (d)	Deleted
IB 21.1 (a)	The Procuring Agency shall not consider for evaluation any Bids that arrive after the deadline for submission of bids including but not limited to following situations; - Against which the original Bid Security is either not received in hard form or is received after the prescribed deadline for submission of bids. - Against which bids are not received through e-PADs within bid submission deadline. - Against which the bid/pdf file received through e-PADs is found corrupt, unreadable or contains a virus and the contents of the bid cannot be accessed for evaluation. However, if any page or portion of the submitted document is blurred or partially unreadable due to any reason, and such deficiency does not affect the substance of the bid, the Procuring Agency may seek clarification and request submission of a clear and legible copy of the same document without permitting any change in the substance of the bid.
IB 21.1 (b)	Deleted
IB 22.1	Deleted
IB 22.2	Deleted
IB 23.2	Deleted

IB 23.3	The Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.21.1 (a) shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the receipt of Original Bid Security; and (c) any other details as the Employer may consider appropriate.
IB 23.5	Clauses 23.5 to 23.9, as detailed below, are added after Clause 23.4. At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
IB 23.6	The Employer will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
IB 23.7	The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance. Further the attendance will also be marked through e-PADS.
IB 23.8	All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded: (a) the name of the Bidder; (b) the Bid Prices, including any discounts, cross discounts and alternative offers; (c) any other details as the Employer may consider appropriate. Only Price Bids, discounts, cross discounts and alternative offers (if allowed under Sub-Clause IB.16 hereof) read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the Bidding Data, the Form of Price Bid and Price Schedules are to be initialed by nominated representatives of the Employer attending the bid opening.
IB 23.9	The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, cross discounts, and any alternative offers. A copy of the record shall be distributed to all Bidders present at the time of Bid opening.

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

IB 26.2	Sub-Clause 26.2 is substituted by the following: “A substantially responsive Technical Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) meets the qualification criteria delineated at Sub-Clause IB.3A hereof; (iv) is accompanied by the required Bid Security; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A substantially responsive Price Bid is one which (i) has been properly signed; and (ii) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. 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. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.”
IB 26.4	Following Sub-Clauses are added at the end of Sub-Clause 26.3: 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.
IB 28.1	Following Para is added at the end of the Sub-Clause 28.1: “The Works will be evaluated and compared on Lot basis.”
IB 28.2	Following Para is added after the Para (c) of IB. 28.2: (d) applying cross discount in case of combination of Lots to arrive at least cost combination.
IB 28.4	Following is added at the end of Sub-clause IB 28.4: “or the employer may require the successful Bidder to balance his bid.”

IB 28.5	Following new Sub Clause is added after IB 28.4: 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: 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 or 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. 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. Employer is not required to inform Bidders of how Bids were ranked in the evaluation process.
IB 28.6	Following new Sub Clause is added after IB 28.5: The Employer's evaluation of a Bid will exclude and not take into Provincial sales Tax (PST).
IB 29.1	Add the words "for the respective Lot(s)" after the words "evaluated Bid Price" in 3rd line of this Sub-Clause. Add the following at the end of this Sub-Clause: "Provided further in case a Bidder is determined to be the lowest evaluated substantially responsive in more than one Lot, the aggregate requirements delineated under Sub-Clause IB.3.1(b)[2,3&4] hereof shall apply."
IB 29.2	Following text is added at the end of Sub Clause 29.2 The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank's feedback etc.

IB 30.1	The Employer reserves the right to reject any bid on the following accounts, apart from those mentioned in the bidding documents: 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. 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, the bidder/JV/consortium may be disqualified/rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security in the shape of Bank Guarantee / Call Deposit Receipt (CDR) / Pay Order, for the validity period mentioned in the contract data, equal to ten percent (10%) of the 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 fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the successful bidder shall depute its representative duly authorized for formal signing of the Contract Agreement, Form of which is provided in the Bidding Documents.

Annexure - 1 to Bidding Data Sheet

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

Know all men by these presents, we _____ (name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the (please state the name and address of the bidder) for Bidding Document No. **TLS-23-2026: Detailed Survey & Sub-Soil Investigation For 500kV S/C T/Line From C-5 NPP to Ludewala Substation Under NGC's Own Resources (Approx. 150km)** (the "tender"), including signing and submission of all documents and providing information / responses to National Grid Company of Pakistan Ltd (NGC), representing us in all matters in connection with our bid for the said tender.

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

For

(Signature)

(Name, Title, Email ID and Address)

Accepted

.....(Signature)

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

ACKNOWLEDGMENT

Before me, a Notary Public for and in the City of _____, this _____ of _____ 2026 personally came and appeared:

NAME

IDENTIFICATION DOCUMENT

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

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

NOTARY PUBLIC

**A. FORM OF UNDERTAKING BY THE JOINT VENTURE
PARTNERS/CONSORTIUM MEMBERS**

(On Company's Letter Head)

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

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

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

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

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

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners/Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture/Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture/Consortium, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture/Consortium for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture/Consortium, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

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

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

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

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

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

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

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

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

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

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

Name

Designation

(Signature of the authorized
representative)

Signature

WITNESS :

I.

II.

Notes:

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

**B. FORM OF LETTER OF INTENT BY JV PARTNERS/CONSORTIUM MEMBERS
TO ENTER INTO JV/CONSORTIUM AGREEMENT**

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

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

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

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

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

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated.....

by Party No.1 based on this Letter of Intent between all the parties; under these presents and the bid in accordance with the requirements of Clause 4.1, Section-ITB and 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSED AS UNDER:

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

1. In requirement of the award of the Contract by the Employer to the Joint Venture/Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture/Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract for which we shall enter into Joint Venture/Consortium Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners:
2. If the Contract is awarded to Joint Venture/Consortium then in case of any breach or default of the said Contract by any of the parties to the Joint Venture/Consortium, the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents will promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of the Deed of Undertaking to the Employer in the event of award of Contract on the Joint Venture/Consortium, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in the Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this Letter of Intent. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract in the event of award on Joint Venture/Consortium.

6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture/Consortium for submission of the bid and performance of the Contract if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint Venture/Consortium, other than the express provisions of the Contract.
7. This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture/Consortium Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

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

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

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

Name
Designation

(Signature of the authorized
representative)

Signature

WITNESS :

I.

II.

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

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

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

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

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

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Notes:

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

SECTION-III

FORMS OF BID
AND
APPENDICES TO BID

FORM OF TECHNICAL AND PRICE BID AND APPENDICES TO BID

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I	Bid Security (Bank Guarantee)	78
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Form of Technical Bid

Bid Reference No. _____

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ in accordance with Instructions to Bidders (IB) 9 for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda.
- (b) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (d) We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name.....

In the capacity of.....

Signed.....

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

Date.....

Address.....

Email.....

Form of Price Bid

Bid Reference No. _____

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered including Addenda thereto for the Total Bid Price of Rupees

For Lot : _____ (Rupees _____)

or such other sum as may be ascertained in accordance with the said Documents.

- (c) The discounts offered and the methodology for their application is:
.....
- (d) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

- (i) If awarded the contract, the person named below shall act as Contractor's Representative.
- (j) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Name.....

In the capacity of.....

Signed.....

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

Date.....

Address.....

Email.....

APPENDIX – A TO BID**SCHEDULE OF PRICES**

<u>Sr. No.</u>		<u>Page No.</u>
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2.	Price Schedule(s)	51

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.
- 1.3 The quantities given in the Price Schedule are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Schedule of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with provisions of the Contract.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Units (SI Units).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All payments (including advance) will be subject to withholding Taxes as per Income Tax Ordinance, 2001/International Tax Treaty & Sales Tax Act. 1990, further, payments shall made only to those entities appearing in Active Taxpayer List (ATL) for both Income Tax & Sales Tax.

4.4 Advance Payment Guarantee and Performance Guarantee will be exclusive of Indirect Taxes.

4.5 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, 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 and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.6 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

4.7 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums.

Price Schedule							
500 kV S/C Transmission Line from Chasma-5 Nuclear Power Plant (NPP) to Ludewala (Approx. 150 km)							
Survey							
Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Rate (PKR)	Total Price exclusive of PST (PKR)	Provincial Sales Tax, if applicable (PKR)	Total Price inclusive of PST (PKR)
1	2	3	4	5	6 = 4x5	7	8 = 6+7
1.	Preliminary survey for identification of three alternative routes using low resolution satellite imageries, Google Images and Survey of Pakistan maps and finalization of most economical, optimum route showing the topographical and other features upto 25m on each side and indicating final selected route alignment and digital modeling in undulated hilly terrain along the proposed route using contour data from topographical map and submission of preliminary survey reports for approval as detailed in technical specifications.	Km	150				
2.	Detailed surveying, including but not limited to, chainage and leveling, preparation of plan & profile drawings using PLS-CADD with ground profile, crossing detail like power line crossing, railway crossing, underground installations etc., preparation of tower schedule, sag and tension calculation, tower spotting, structure list, Survey Reports, preparation of manual sag templates, staking (Centre and reference pegs) of the tower locations to be concreted, digitized contouring at undulated/hilly tower locations wherever required etc. complete in all respects as per specifications.	Km	150				
3.	Providing and fixing marking stones of size 200 x 200 x 1000 mm, with approved marks including painting above the ground level.	Each Stone	75				
Sub-Soil Investigation							
4.	Sub-soil Investigation in soil/ rock (including laboratory tests) as per Specifications and Foundation design, calculation and drawing for each tower type. Primarily NGC standard design 500kV foundation types shall be used for towers. Special type of foundations, if required, will be designed as per technical specifications.						
	(i) From NSL to depth of 15 m	Lin. mtr.	2265				
	(ii) From 15 to depth of 25 m	Lin. mtr.	470				
	(iii) From 25 to depth of 35 m	Lin. mtr.	20				
	(iv) From 35 to depth of 40 m	Lin. mtr.	10				
Total of Price Schedule Column 6 (i.e. exclusive of PST) to be carried forward to Form of Price Bid.							

APPENDIX – B TO BID**SPECIFIC WORKS DATA**

NOT APPLICABLE

APPENDIX – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
--	--	---

Note:

1. Sub-Contractor shall be duly licensed by Pakistan Engineering Council (PEC) in relevant category for value of Works. Sub-contractor should have valid PEC registration or have already applied for renewal in the relevant category.
2. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
3. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
4. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

Signature and Seal of the bidder:

APPENDIX – D TO BID

Sheet 1 of 2

PROPOSED PROGRAM FOR SURVEY WORK

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the works of the entire contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the works under the contract.

The proposed work shall be based on schedule of completion (i.e. 100 Days) as per bidding document.

Sr. No.	Description of Activity	30	60	100
1.	Commencement/ Mobilization			
2.	Route Alignment			
3.	Submission of proposed route alignment report to NGC Committee* and approval from the Committee after visit of proposed route.			
4.	Detailed Survey			
5.	Preparation of Profile/Plan tabling/ Structure list etc.			
6.	Preparation of Survey Report a. Interim b. Draft c. Final			
**	Bidder may include other activities as deemed necessary to complete the work as per specifications.			

* The NGC Committee for visit of proposed route and its approval will comprise of following members:

1. Representative of O/o DG (Transmission Engineering) NGC.
2. Representative of O/o DG (Civil & Structural Engineering) NGC.
3. Representative of concerned O/o DG (Field Operations) NGC.
4. Representative of concerned O/o Chief Engineer PD/GSC/EHV NGC.

Signature and Seal of Bidder:

APPENDIX – D TO BID

Sheet 2 of 2

PROPOSED PROGRAM FOR SUBSOIL INVESTIGATION WORK

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the works of the entire contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the works under the contract.

The proposed work shall be based on schedule of completion (i.e. 100 Days) as per bidding document.

Sr. No.	Description of Activity	Proposed Schedule in Days		
		30	60	100
1.	Commencement/ Mobilization			
2.	Field Investigation			
3.	Laboratory Tests			
4.	Preparation of Reports a. Interim b. Draft c. Final			
5.	Submission of Foundation Design			
*	Bidder may include other activities as deemed necessary to complete the work as per specifications.			

Signature and Seal of Bidder:

APPENDIX – E TO BID

Sheet 1 of 5

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- The procedure for setting for horizontal and vertical control for survey in accordance with Survey of Pakistan guidelines and bidding document.
- The procedure for taking soil samples, mode of transporting the samples to the laboratory and testing protocols of different tests to be carried out on soil samples.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

Signature and Seal of Bidder:

APPENDIX – E TO BID

Sheet 2 of 5

PROPOSED COMPOSITION OF SURVEY TEAM

The bidder shall submit the list of personnel with relevant details about their qualification and experiences who will be involved in this work to meet the specified requirements of the bidding document in the below form:

Sr. No.	Name	Qualification	Designation/Job Assigned	Total Experience	Experience in Similar Works

Note:

- i. No change in team composition will be allowed during execution.
- ii. The bidders must satisfy themselves that the team being proposed is sufficient to perform the task to international standards. Failure to propose efficient team may result into rejection of the bid.

Signature and Seal of Bidder:

APPENDIX – E TO BID

Sheet 3 of 5

PROPOSED COMPOSITION OF SUBSOIL INVESTIGATION TEAM

The bidder shall submit the list of personnel with relevant details about their qualification and experiences who will be involved in this work to meet the specified requirements of the bidding document in the below form:

Sr. No.	Name	Qualification	Designation/Job Assigned	Total Experience	Experience in Similar Works

Note:

- i. No change in team composition will be allowed during execution.
- ii. The bidders must satisfy themselves that the team being proposed is sufficient to perform the task to international standards. Failure to propose efficient team may result into rejection of the bid.

Signature and Seal of Bidder:

APPENDIX – E TO BID

Sheet 4 of 5

PROPOSED EQUIPMENT FOR SURVEY WORK

The bidder shall submit the list of equipment with all relevant details which will be used in this work to meet the specified requirements of the bidding document in the below form:

Sr. No.	Equipment Description	Capacity/Specs	No. of Equipment	Working Condition	Current Location
				a) Very Good b) Good c) Satisfactory	

Note:

- i. The bidder must provide above information on stamp paper in the form of Affidavit.

Signature and Seal of Bidder:

APPENDIX – E TO BID

Sheet 5 of 5

PROPOSED EQUIPMENT FOR SUBSOIL INVESTIGATION WORK

The bidder shall submit the list of equipment with all relevant details which will be used in this work to meet the specified requirements of the bidding document in the below form:

[illegible]

Note:

- i. The bidder must provide above information on stamp paper in the form of Affidavit.

Signature and Seal of Bidder:

APPENDIX – F TO BID

(INTEGRITY PACT)

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

Contract No. 10 Million Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

APPENDIX – G TO BID**BIDDER'S QUALIFICATION FORMS**

QF-1	General Information
QF-2	Past Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Pending Litigation
QF-7	Personnel Requirements

Note:-

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture/Consortium 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.

Signature and Seal of Bidder:

Form QF-1: General Information

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

1.	Name of Bidder	
2.	Head office address	
3.	Local office address (if any)	
4.	Telephone	Contact
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
- (c) PEC registration certificate in the appropriate category

Signature and Seal of Bidder:

Form QF-2 (a): Past Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) of Bid Data Sheet of the bidding document.

(For Last 10 Years in Survey Work)

Name of the Project:

Order Placed by (full address of Employer)	Order No. and date	Scope of Works	Type of Survey Instrument & Software tools used	Value of work	Date of completion	Contact person along with Telephone No., Fax No. and email address

Bidder must enclose copy of Letter of Award/ Contract Agreement and completion certificates in support of above experience.

Signature and Seal of the Bidder.....

Place:

Date:

Form QF-2 (b): Past Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) of Bid Data Sheet of the bidding document.

(For Last 10 Years in Sub-Soil Investigation Work)

Name of the Project:

Order Placed by (full address of Employer)	Order No. and date	Scope of Works	Type of Instrument & Software tools used	Value of work	Date of completion	Contact person along with Telephone No., Fax No. and email address

Bidder must enclose copy of Letter of Award/ Contract Agreement and completion certificates in support of above experience.

Signature and Seal of the Bidder.....

Place:

Date:

Form QF-2 (c): Past Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) of Bid Data Sheet of the bidding document.

**(For Last 10 Years in Transmission Line Construction Work)
(If Applicable)**

Name of the Project:

Order Placed by (full address of Employer)	Order No. and date	Scope of Works	Type of Instrument & Software tools used	Value of work	Date of completion	Contact person along with Telephone No., Fax No. and email address

Bidder must enclose copy of Letter of Award/ Contract Agreement and completion certificates in support of above experience.

Signature and Seal of the Bidder.....

Place:

Date:

Form QF-3: Performance Certificate

(To be issued on the Letter Head of Issuing Authority)

It is to certify that M/s. _____ has conducted the following works against mentioned project.

Sr.No.	Contract No. & Date	Designation & address of order placing authority/User	Name of Project	Description of Works	Date of Completion	Work Performance

The above services/works have been performed against our Project and their performance is found satisfactory.

Date of issuing _____

Signature of issuing authority with seal
Name and designation of issuing authority
Address along with Email, Phone No. and
Fax of issuing authority

Note:

- In case of those bidders who have provided services to NGC shall furnish the details of such works in the above Performa which shall be signed by their authorized signatory along with seal and certificate is not required from the Employer in this respect.
- In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

Signature and Seal of the bidder:

Form QF-4: Current Contract Commitments

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

Sr. No.	Particulars of works executed	Contract No. & Date	Name of Contract placing Authority	Ordered Value	Value of balance work
1	2	3	4	5	6
2					
3					
4					
5					
6					
7					

Signature & Seal of the bidder:

Form QF-5: Financial Data

Financial Data for Previous 03 Years			
Particular			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.			
- All such documents reflect the financial situation of the Bidder and not sister or parent companies. - 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 bidder:

Form QF-6: Pending Litigation

Each Bidder or member of a JV/Consortium must fill in this form:

Pending Litigation					
Year	Name of Other Party(s)	Matter of Dispute	Litigation where (Court/ arbitration)	Amount involved	Value of pending claim as a %age of net worth

Signature and Seal of the bidder:

Form QF-7 (a): REQUIREMENT OF KEY PERSONNEL

Bidders should provide the names and numbers of suitably qualified personnel to meet the specified requirements for each of the positions listed below. The data on their qualification and experience should be supplied using the Format in Forms (b&c) below for each candidate.

A. FOR SURVEY WORK:

1. Transmission Line Engineer

He should have at least a Bachelor Degree in Electrical/Civil Engineering from a recognized University. He should have specific experience of preparation of plan and profile drawings using PLS-CADD software including ground profile, crossing details, preparation of tower schedule, sag and tension calculations, tower spotting and structure list etc. He should have overall minimum experience of **10 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit.

2. Survey & Mapping Expert

He should have at least bachelor degree in relevant discipline from a recognized university. He should have specific experience of execution of projects of similar complexity in survey work using modern techniques like RTK, preparation of survey reports and construction structure list etc. He should have overall minimum experience of **10 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit. He should be duly registered with Survey of Pakistan in appropriate category.

3. Surveyor

He should have at least Diploma in relevant discipline from any recognized Institute. He should have specific experience of execution of projects of similar complexity in survey work using modern techniques like RTK. He should have overall minimum experience of **05 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit. He should be duly registered with Survey of Pakistan in appropriate category.

B. FOR SUB-SOIL INVESTIGATION WORK:

1. Site Geologist Engineer

He should have at least a Bachelor Degree in Civil Engineering / Msc. Geology from any recognized University. He should have overall minimum experience of **10 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit.

2. Structural Engineer

He should have at least a Bachelor Degree in Civil / Structural Engineering from any recognized University. He should have overall minimum experience of **10 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit.

3. Site Supervisor

He should have at least a Bachelor Degree in Geology from any recognized University. He should have overall minimum experience of **05 years**. He should have minimum **03** eligible assignments / experience in similar contracts on his credit.

Form QF-7 (b): RESUME OF PROPOSED KEY PERSONNEL

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

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

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

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

Signature and Seal of the bidder:

Form QF-7 (c): ABSTRACT OF ELIGIBLE ASSIGNMENTS OF KEY PERSONNEL

Sr. No.	Name of Project	Name of Client	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Brief description of tasks performed
1						
2						
3						
4						
5						

(Signature, name and designation of the authorized signatory)

Note:

- i. Use separate Form for each Key Personnel.
- ii. Supporting documents should be provided for each project listed above.

Signature and Seal of the bidder:

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

We _____ (name of Bidder) undertake that Bid Security in accordance with Clause IB-15 of the bidding document is enclosed with our Price bid.

Signature and Seal of the bidder:

NOT APPLICABLE

SECTION-IV

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with
address: _____

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

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the **Chief Engineer Material Procurement and Management (MP&M) National Transmission & Despatch Company (NTDC)**, (hereinafter called The “Employer”) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer;
and

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and

not as penalty for the successful bidder's failure to perform.

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

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and 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 _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the 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 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

WHEREAS the _____ (hereinafter called the Employer) has entered into a Contract for _____

_____ (Particulars of Contract), with

_____ (hereinafter called the Contractor).

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

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

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

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

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

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax. It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. _____

1. Signature _____

Corporate Secretary (Seal)

2. Name _____

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

SECTION-V

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 Permits etc.

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Employer's Instructions

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Employer's Representative

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security

The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Guarantee from any Scheduled Bank in Pakistan for the amount and validity specified in Contract Data.

Performance Security shall be submitted to the Employer within fourteen (14) days after receipt of Letter of Acceptance.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or

copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 **Program**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a program for the Works in the form stated in the Contract Data.

7.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and the Employer shall extend the Time for Completion as determined.

7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. **TAKING-OVER**

8.1 **Completion**

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. **REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which

is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the

Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, 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 to 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 Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer 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.

15.2 **Notice of Dissatisfaction**

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 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (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.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (b) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

The following contract data shall supplement the conditions of contract. Whenever there is a conflict, provisions herein shall prevail.

Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings, if any

T/Lines Routes & Foundation drawings etc.

1.1.4 **The Employer** means

National Grid Company of Pakistan, NGC
Represented by
Director General (Procurement) NGC

1.1.5 **The Contractor** means

1.1.7 **Commencement Date** means the of issue of Employer's Notice to Commence which shall be issued within thirty (30) days of issuance of Letter of Acceptance or fourteen (14) days of the signing of the Contract Agreement, whichever is earlier.

1.1.9 **Time for Completion:** One Hundred (100) days

1.1.20 **Engineer:**

Chief Engineer (EHV-I) NGC, Lahore.

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement (If Complete).
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:**

Chief Engineer (EHV-I) NGC, Lahore

3.2 Name and address of Engineers'/Employer's representative:

Chief Engineer (EHV-I) NGC, Lahore.

However, all deliverables shall be got approved as follows:

- i) Route Alignment: Route alignments proposed by the contractor will be reviewed by NGC committee as specified in Appendix D to Bid. The contractor will be responsible for obtaining nomination of the committee members from concerned NGC offices, arrange their site visit of proposed routes, rectify the comments/observations (if any) by the committee members and obtain their concurrence for the selected route. Upon concurrence of all committee members, the office of the DG (Transmission Engineering) NGC, shall issue the approval letter for the final route.
[All expenses in respect of committee visit for route alignment, including traveling (by air or by road), boarding & lodging and daily allowance of Rs.5000/- per day per person, shall be borne by the contractor].
- ii) Detailed Survey: The survey shall be conducted by the Contractor under the supervision of the Engineer's representative. The survey data and survey report shall be reviewed and approved by the Engineer. The soil resistivity report, details of polluted sections, meteorological survey data and any other deliverable related to detailed survey shall be approved by the office of DG (Transmission Engineering) NGC.
- iii) Profile and Plan Table: After the approval of survey data from the Engineer, the plan and profile drawings shall be submitted to the office of DG (Transmission Engineering) NGC for review. After submission of plan & profile drawings by the contractor, engineer nominated by DG (Transmission Engineering) NGC may visit the surveyed route to check the feasibility of tower spotting. If any discrepancies are observed during the site visit, the contractor will rectify the same and re-submit the drawings. Final drawings will be approved by the office of DG (Transmission Engineering) NGC.
- iv) Soil Investigation: Soil samples for investigation shall be collected from the approved borehole locations in the presence of two representatives: one nominated by the DG (Civil & Structural Engineering) NGC and one by the Engineer. The Contractor shall be responsible for obtaining the nominations of these representatives from the concerned NGC offices. All deliverables related to the sub-soil investigation shall be approved by the DG (Civil & Structural Engineering) NGC.

4.4 Performance Security:

Amount: Ten Percent (10%) of Contract Price.

Validity: 06 Months after issuance of certificate of completion.

Form: As provided under Standard Forms of these Documents.

5.1 Requirements for Contractor's design (if any):

N/A.

5.2 Program:

Time for submission: Within five (05) days of NOA.

Form of program: Bar Chart

Following timeline for various deliverables/activities will be followed:

For Survey Work:

Sr. No.	Description of Activity	Proposed Schedule in Days		
		30	60	100
1.	Commencement/ Mobilization			
2.	Route Alignment			
3.	Submission of proposed route alignment report to NGC Committee* and approval from the Committee after visit of proposed route.			
4.	Detailed Survey			
5.	Preparation of Profile/Plan tabling/ Structure list etc.			
6.	Preparation of Survey Report a. Interim b. Draft c. Final			
**	Bidder may include other activities as deemed necessary to complete the work as per specifications.			

* The NGC Committee for visit of proposed route and its approval will comprise of following members:

1. Representative of O/o DG (Transmission Engineering) NGC.
2. Representative of O/o DG (Civil & Structural Engineering) NGC.
3. Representative of concerned O/o DG (Field Operations) NGC.
4. Representative of concerned O/o Chief Engineer PD/GSC/EHV NGC.

For Subsoil Investigation Work:

Sr. No.	Description of Activity	Proposed Schedule in Days		
		30	60	100
1.	Mobilization/Commencement			
2.	Field Investigation			
3.	Laboratory Tests			
4.	Preparation of Reports a. Interim b. Draft c. Final			
5.	Submission of Foundation Design			

*	Bidder may include other activities as deemed necessary to complete the work as per specifications.			
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The Contractor shall allow fifteen (15) days for the Engineer's/Employer's approval of documents/drawings in his schedule of work. Extra time required for approval due to deficiencies or errors in submitted documents/drawings shall be the responsibility of the contractor and no extension in time will be allowed on this account.

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

9.1 **Period for remedying defects**

Six (06) Months from the date of issue of certificate of completion.

10.2 (e) **Variation procedure:** N/A

11.1 (a) **Terms of Payments**

Delete sub-clause 11.1 (a) and replace it with the following:

- i. For preliminary survey and route alignment (BOQ Item-1), payment shall be made in the following manner:

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Approval of final Route alignment and submission of relevant documents, including but not limited to three (03) route-wise Right-of-Way (RoW) Risk Registers—one for each proposed route—and a comparative RoW risk summary highlighting key risk drivers and critical sections along each route.	90%
2.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

- ii. For detailed survey & Approval of plan & profile (BOQ Item-2), payment shall be made in the following manner:

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Detail survey, approval of Plan & Profile drawings as per specification	50%
2.	Submission of Stringing Chart report	10%
3.	Completion and approval of survey reports, soil	30%

	resistivity report, details of polluted sections, metrological survey details of climate conditions & other relevant documents/drawings as per specification	
4.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

- iii. For providing & fixing marking stones (BOQ Item-3), payment shall be made in the following manner:

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Providing and fixing of marking tones as per specification	90%
2.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

- iv. For Sub-soil Investigation (BOQ Item-4), payment shall be made in the following manner:

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Approval/Acceptance of Sub-soil Investigation Reports of first 50% length of transmission line	30%
2.	Approval/Acceptance of Sub-soil Investigation Reports of second 50% length of transmission line	30%
3.	Foundation design calculations & drawings and digitized contouring complete as per specification.	20%
4.	Preparation and submission of material & construction tender BOQ as per specification	10%
5.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

- v. Contractor will submit the invoice inclusive of Provincial Sales Tax. Provincial Sales Tax shall be charged by the Contractor and payments will be subject to the income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws. Copy of sales tax return will be provided by the Contractor.
- vi. All payments (including advance) will be subject to withholding Taxes as per Income Tax Ordinance, 2001/International Tax Treaty & Sales Tax Act. 1990, further, payments shall made only to those entities appearing in Active Taxpayer List (ATL) for both Income Tax & Sales Tax.

- vii. Advance Payment Guarantee and Performance Guarantee will be exclusive of Indirect Taxes.
- 11.1 (b) **Valuation of the Works:**
Lump sum price with bill of quantities.
- 11.2 (b) **Percentage of value of Materials and Plant:** N/A
- 11.3 **Percentage of retention:** five percent (5%)
- 11.6 **Currency of payment:** Pak. Rupees
- 14.1 **Insurances:**
- Type of cover**
The Works
- Amount of cover**
The sum stated in the Letter of Acceptance plus fifteen percent (15%)
- Type of cover**
Contractor's Equipment:
- Amount of cover**
Full replacement cost
- Type of cover**
For Loss or Damage to Property in connection with contract
- Amount of cover**
Full value of loss/damage to property
- Type of cover**
For personal injury or death of workers or other people
- Amount of cover**
In accordance with such applicable laws in Pakistan.
In each case name of insured is Contractor and Employer.
- 14.2 **Amount to be recovered**
Premium plus ten (10) percent.
- 15.3 **Arbitration**
Place of Arbitration: Lahore.