TENDER NO. DG-FO-NGC-MN-02-2026-27

Replacement of Normal Disc Insulators with RTV Coated Disc Insulators:

i. 220KV T/L NGPS-Multan CKT-I
ii. 220KV T/L Multan-TPS Muzaffargarh CKT-I
iii. 220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I

DIRECTOR GENERAL (FIELD OPERATIONS) NORTH MULTAN

NOVEMBER 2026

NATIONAL GRID PAKISTAN

INVITATION FOR BIDS

TENDER NO. DG-FO-NGC-MN-02-2026-27

1. NationalGrid Pakistan "the Employer", intends to procure services for Tender No. DG-FO-NGC-MN-02-2026-27 through NationalGrid's own resources. The Scope for work includes the following:

Sr. No.	Description	Quantity Required
1	Replacement of Normal Disc Insulators with RTV Coated Disc Insulators: i. 220KV T/L NGPS-Multan CKT-I ii. 220KV T/L Multan-TPS Muzaffargarh CKT-I iii. 220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I	As per Tender documents

2. The Employer invites sealed bids through "Single Stage Single Envelope (***SSSE***) Procedure" on National Competitive Bidding (NCB) basis from eligible firms as defined under IB-3 Instructions to Bidders of the Bidding Documents, registered with Income Tax and Sales Tax Departments and who are on Active Tax payers List of the Federal Board of Revenue and registered with PEC.
3. Bidders may obtain further information from Employer from address below:
   Director General (Field Operations) North Multan
   GSO House, Sher Shah Road, Cantt. Multan
   Telephone No. 92-61-9200515
   Fax No. 92-61-9200516
4. Bid Security amounting to 500,000.00/- in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan favor of "**Chief Engineer WAPDA NTDC**" the Employer valid for a period up to Twenty- Eight (28) days beyond the bid validity date.
5. The bids must be submitted through EPADS on or before **07.12.2026** before **13:00HRS** However, the Bid security is required to be submitted in original before bid closing deadline. Bids will be opened at **13:30HRS** on the same day, in the presence of the Bidder's representatives who choose to attend at the same address.

NationalGrid Pakistan reserves its rights regarding rejection of bids as defined in clause 33(1) of PPRA Rules 2004.

(Engr. Dr. Muhammad Iqbal)
Director General (Field Operations) Multan

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SECTION-I

INSTRUCTIONS TO BIDDERS

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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 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 type and value of the Works.

b. Duly prequalified / enlisted with the Employer.

c. Register / Enlisted with FBR / SBR.

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 respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

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

bidder's own expense.

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

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

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

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

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which and received 08 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 along with average annual construction turnover;
(ii) Financial predictions for the current year and the two following years including the effect of known commitments;
(iii) Work commitments since prequalification;
(iv) Current litigation information; and
(v) Availability of critical equipment.

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-K 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 partner without prior written consent of the Employer.

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

IB.12 Bid Prices

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

12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

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

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

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

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting

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

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

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

IB.14 Bid Validity

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.

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

IB.15 Bid Security

15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.

15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR 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 fifteen (15) 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 subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

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

b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

a. making any correction for errors pursuant to Clause IB.27;
b. excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
c. making an appropriate adjustment for any other acceptable variation or deviation.

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

28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

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

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

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

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

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

IB.31 Notification of Award

31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.

31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

31.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 14 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 07 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 07 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-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

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

SECTION-II

BID DATA SHEET

BID DATA SHEET

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

IB 1.1	Name and address of the Employer: Name: Director General (Field Operations) North NGC Multan Address: Director General (Field Operations) North, NGC Multan, GSO House, Sher Shah Road, Cantt. Multan Telephone No. 92-61-9200515
IB 1.1	The bidding is open to National Competitive Bidding (NCB).
IB 1.1	The Name of NCB is:- Replacement of Normal Disc Insulators with RTV Coated Disc Insulators: i. 220KV T/L NGPS-Multan CKT-I ii. 220KV T/L Multan-TPS Muzaffargarh CKT-I iii. 220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I The identification no. of NCB is: **DG-FO-NGC-MN-02-2026-27** The quoted price must correspond to full scope of work.
IB 2.1	Source of Funding: NationalGrid Pakistan
IB 3.1 (a)	The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder 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. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above. ii) The bidder shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority. iii) The Bidder shall not be blacklisted by NGC/NATIONALGRID/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/NATIONALGRID/WAPDA/DISCOs/ Any Govt. /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/NATIONALGRID 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. Contractual Experience:**

The bidder as a main contractor (as single entity or as JV partner or approved subcontractor) must have substantially completed construction contract(s) of similar nature of following:

The Bidder, whether participating as a sole entity, a lead partner of a Joint Venture, or an approved subcontractor, shall demonstrate experience as a main contractor or subcontractor in the successful execution of construction contracts for transmission lines that has Successfully completed at least two (02) similar nature contracts within the last five (05) years that involving following criteria (i.e Replacement of Normal Disc Insulators with RTV Coated Disc Insulators). Each of the above contracts shall include the mentioned minimum technical requirements (i.e., Voltage level of 220 kV and above). A minimum length of 15 kilometers per transmission line.

*If the Bidder has executed these contract(s) as a JV partner, he shall have carried out all the activities mentioned here before.
*For purpose of this clause, the experience shall be evidenced through Completion Certificates/Taking over Certificates etc. showing substantial completion of works.

If the Bidder is a Joint Venture, then the lead partner shall individually meet the full requirement outlined in above paragraph. Each JV partner, other than the lead partner, must have independently completed, as a main contractor or approved subcontractor, at least two (02) similar nature contracts within the last five (05) years that Involving following criteria (i.e Replacement of Normal Disc Insulators with RTV Coated Disc Insulators). Each of the above contracts shall include the mentioned minimum technical requirements (i.e Voltage level of 220 kV and above). A minimum length of 15 kilometers per transmission line.

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

2. **Key Personnel:**

   The **bidder/JV** 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 in PER Forms).

3. **Bidder's Financial Capability:**

   The Employer will take into account the following criteria to verify the financial qualification of the Bidder. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means to meet the total cash flow demands of this contract.

4. **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.

The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

	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. The above stated Appendices should be completed as per prescribed format and submitted along with required attachments. The missing or incomplete information/documents may render the bid substantially non-responsive. In this regard, the Employer does not have an obligation to request any document/certificates.
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 Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.NationalGrid.gov.pk.
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 10 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. Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of Bids.

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 Bid submitted by the Bidder shall be comprise of the following documents: a) Duly filled-in Form of Bid along with Appendices to Bid especially the following: (i) Schedule of Prices (ii) Bidder's Qualification Forms (iii) Bid Security b) Written Power of Attorney authorizing the signatory of the bid to act for and on behalf of the Bidder; c) Copies of Original Documents defining the constitution or legal status, place of registration and principal place of business of the bidder and JV partners; d) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(a)(iii); e) An Affidavit that the Bidder has read and accepts NGC/NATIONALGRID's SOP for blacklisting of Contractors pursuant to Sub-Clause 3.1(a)(iii); f) PEC license pursuant to Sub-Clause 3.1(i); g) Any other document required to be submitted in accordance with these Bidding Documents.
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 and fifty (150) days after the date of Bid opening.
IB 15.1	The amount of Bid Security shall be an amount not less than Rs. 500,000 on the prescribed format

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 the Employer on the prescribed Form annexed to these Documents valid for a period 28 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture submitting the Bid. 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." The Bid security shall be drawn in the favor of **"Chief Engineer WAPDA NTDC".**
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 19.2 (a)	Bid Security shall be submitted to office of Director General (Field Operations) North NGC Multan GSO House, Sher Shah Road, Cantt. Multan. Bid must be received by the Employer through EPADS only before the bid submission deadline, however, Bid Security is required to be submitted in original (in Hard Copy) before bids submission deadline at above mentioned address.
IB 19.2 (b)	**Brief Description of Works** Replacement of Normal Disc Insulators with RTV Coated Disc Insulators: i. 220KV T/L NGPS-Multan CKT-I ii. 220KV T/L Multan-TPS Muzaffargarh CKT-I iii. 220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I Contract Identification No.: **DG-FO-NGC-MN-02-2026-27**
IB 19.2 (c)	Para (c) of Sub-Clause 19.2 is substituted by the following: The outer envelopes and the inner envelopes containing the Bid shall bear a warning not to open before the time and date for the opening of Bids, in accordance with IB 23.1.
IB 20.1 (a)	**Deadline for Submission of Bid:** Date: **December 07th, 2026** Time: **13:00 Hrs**

IB.23 23.1	**Bid Opening:** The Bid opening shall take place at: Office of Director General (Field Operations) North NGC Multan, NGC Multan GSO House, Sher Shah Road, Cantt. Multan. Date: December 07th 2026 Time: 13:30 HRS Further the attendance will also be marked through e-PADS 2.0
23.2	The Bids will be opened on scheduled date and time on EPADS in presence of the representative of the bidders who choose to attend. the Procuring Agency shall reject the bid, if the bid submitted through EPADS found corrupt, unreadable or contains virus.
23.6	All other envelopes holding the Original Bids, except the Bids rejected pursuant to Sub-Clause IB.23.2, shall be opened one at a time, and the following read out and recorded. (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the Bid Prices, including any discounts, cross discounts and alternative offers; (d) the presence of Bid Security; and (e) any other details as the Employer may consider appropriate. Only Bids and alternative Bids (if allowed under Sub-Clause IB.16 hereof) read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, the Form of Bid is to be initialed by the nominated representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Bids except for late bids, in accordance with IB.21.1.
23.7	The Employer shall prepare a record of the opening of Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, any discounts, cross discounts, any alternative offers and presence of Bid Security.
23.8	The Employer will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Documents and return their Bid Securities.

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 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) has been properly signed; (vi) is accompanied by the required Bid Security; and (vii) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. 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 (if applicable)."

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 of safety concerns which Employer may have in respect of a Bidder or its facilities, subcontractors or suppliers; v. The results of any interview with a Bidder or supplied references: or vi. Any knowledge of or experience with a Bidder or its principals, directions, officers and employees. 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 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 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. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.
IB 32.1	The Bidder shall furnish an unconditional Performance Security, equal to ten percent (10%) of the Contract Price in the form prescribed in the conditions of Contract within a period of 14 days after the issuance of Letter of Acceptance/Notice of Award.
IB 33	Text of Clause IB.33 is deleted and substituted as follows: Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the successful bidder shall depute its representative duly authorized for formal signing of the Contract Agreement, Form of which is provided in the Bidding Documents.

Section-3
Evaluation and Qualification Criteria

EVALUATION AND QUALIFICATION CRITERIA

This Section contains all the criteria that the Employer/Engineer shall use to evaluate bids and qualify Bidders. In accordance Section E of ITB, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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1. Evaluation

Technical Evaluation

The technical evaluation shall be carried out as per technical provisions of the tender.

1.2.1 Quantifiable Deviation and Omission

The cost of all quantifiable non material nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

Not Applicable

1.2.2 Time Schedule

Time to complete the Replacement of Normal Disc Insulators with RTV Coated Disc Insulators:

i. 220KV T/L NGPS-Multan CKT-I
ii. 220KV T/L Multan-TPS Muzaffargarh CKT-I
iii. 220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I

is 30 days from the date of issuance of work order OR 10 days after approval of final shutdown, whichever is later. Bids offering completion period exceeding the specified completion period by more than **15 days** shall be considered as non- responsive. No credit will be given for earlier completion.

1.2.3 Operating and Maintenance Costs

Not Applicable

1.2.4 Functional Guarantees of Facilities

Not Applicable

1.2.4 Work, services, facilities etc. to be provided by the Employer

Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed herein, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

Not Applicable

1.2.5 Evaluation and Comparison of Bids

1. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Furthermore, any bid not conforming to the qualification criteria mentioned herein shall not be considered for further evaluation.

2. Only bids previously determined to be substantially responsive, will be evaluated and compared in detail. Bids not covering the entire scope included in the bid shall be considered non-responsive and shall not be considered for further comparison. Furthermore, bids, which do not fulfill the technical specifications laid down therein, will be also considered non-responsive.

1.2.6 Domestic Preference (Not Applicable)

1.3 Bids Liable to Rejection

a) The bidder does not submit the required documents as stipulated in Section-I (Instruction to Bidders) Clause 11.1(i) and subsequently elaborated in Section-II Bid Data Sheet Clause 11.1 (i)

b) Scanned copies, incomplete/altered, not properly signed or non-submission of the following documents
   i) JV / Consortium Agreement.

ii) Power of Attorney.
iii) Bid Submission Sheet.
iv) Bid security.

c) The bid covers only a part /portion of the required scope of works.
d) The bid is submitted on other than the prescribed form or is incomplete or conditional.
e) The bid is illegible in any material, part or contains alterations, additions, deletions, erasers or other irregularities.
f) Accompanied with a bid security for an amount less than required as per tender, and Bid validity less than the required.
g) Conditional Bid in any respect.
h) Any major technical or commercial deviation.
i) The bidder is in litigation with purchaser at the time of submission of the bid.
j) Any false statement made in the bid.
k) Any practice/act[1] to influence the evaluation till award of the contract.
l) Any substantial technical deviation from the tender requirements.
m) The bidder shall submit price schedule as per description of goods given in bidding document. Any change therein by the bidder shall render the bid rejected.

Qualification

2.1 Eligibility

Criteria	**Compliance Requirements**				**Documents**
Requirement	**Single Entity**	**Joint Venture**			**Submission Requirement**
		All Partners Combined	**Each Partner**	**At Least One Partner**	
Nationality					
Nationality shall be Pakistani	Must meet requirements	Must meet requirements	Must meet requirements	Not applicable	Forms EL-1; EL-2 with attachments
Conflict of Interest					
No conflicts of interest in accordance with IB 4	Must meet requirements	Must meet requirements	Must meet requirements	Not applicable	Letter of Bid
PEC Eligibility					
Not having been declared ineligible by PEC	Must meet requirements	Must meet requirements	Must meet requirements	Not applicable	Letter of Bid
Pending Litigation					
All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than fifty (50) percent of the Bidder's net worth.	Must meet requirement by itself or as partner to past or existing JV	Not applicable	Must meet requirement by itself or as partner to past or existing JV	Not applicable	Form LIT - 1

[1] The definition of the act made by the purchaser shall be considered final.

Financial Situation

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirement
		All Partners Combined	Each Partner	At Least One Partner	
Historical Financial Performance					
Submission of audited balance sheets and income statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last three (3) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, an Applicant's net worth calculated as the difference between total assets and total liabilities should be positive. Please note that the bidder shall submit income tax returns submitted to the FBR for the above mentioned period to substantiate financial statements (mandatory requirement).	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
Average Annual Turnover					
Minimum average annual turnover of **PKR 11.93 million** calculated as total certified payments received for contracts in progress or completed, within the last 3 years.	must meet requirement	must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2
Financial Resources					
Using Forms FIN – 3 and FIN - 4 in Section 4 (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: (1) 25% of the total bid price, and (2) the overall cash flow requirements for this contract and its current works commitment.	must meet requirement	must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 3

Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirement
		All Partners Combined	Each Partner	At Least One Partner	
Contracts of Similar Size and Nature					
The bidder must have completed at least two works of similar nature and scope as independent Contractor or in Joint Venture in last 05 years. Copy of NoA and completion certificate of such works must be accompanied with bids. The similarity shall be based on the physical size, complexity and other characteristic as described in this tender.	must meet requirement	must meet requirement	Not Applicable	Not Applicable	Form EXP With copies of the contract agreement and employer's end-user certificate

Personnel

The Bidder must demonstrate that he has a complete setup of Substation Design and execution engineers (electrical/ civil) for design, technical submittals and related activities/ approvals and implementation of same involved in a turnkey project:-

No.	Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager	10	05
2	Construction Manager	05	03
3	Site Engineer (electrical)	05	03
4	Stringing Crew	05	03

All the above proposed personnel shall have minimum Bachelor's degree in their respective fields except Stringing Crew.

The proposed team of above executing engineers shall be available at the site as per requirement of relevant activities.

Equipment

The Bidder must demonstrate that it has access to the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Qty.
1	Crane	01
2	Mechanical excavators	02
3	Trucks/Loaders/Tractor	02
4	General tools and PPEs for Erection and stringing of 500 kV Transmission lines	As per requirement
5	General tools for stringing of 500 kV Equipment	As per requirement

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section 4 (Bidding Forms)

Section-4

FORM OF BID AND APPENDICES TO BID

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FORM OF BID

Bid Reference No. _____
(Name of Contract/Works)

To:

_____
_____
_____

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ _____ (Rupees___ _____) or such other sum as may be ascertained in accordance with the said conditions.

2. We understand that all the Appendices and Annexures attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees_____(Rs. _____) drawn in your favour or made payable to you and valid for a period of_____days beginning from the date Bids are opened.

4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.

5. We agree to abide by this Bid for the period of_____days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

8. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with IB 3 & 4, other than alternative offers submitted in accordance with IB 16;

9. Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by PEC or Employer.

10. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this_____day of_____20_____

Signature: _____

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

_____
(Name of Bidder in Block Capitals)

(Seal)

Address:_____
_____
_____

Witness:

Signature: _____
Name: _____
Address:_____

_____

Occupation: _____

Price Schedules

PREAMBLE

The bill of quantities shall be read in conjunction with the Instruction to Bidders, Employers' Requirement, General and Special Conditions to the contract, Technical Specifications, Drawings and Annexure to this bidding document.

General

1. The Price Schedule is provided as Schedule No. 1:

2. The Schedule do not generally give a full description of the complete works to be done and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.

3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bid.

Quantities

1. The quantities shown in the Price Schedule are estimated only being given in as an indication of the Scope of Work to enable the bidder to bid in accordance with his estimates of their cost. The estimated quantities shall be used for comparing bids and NGC does not expressly not by implication agree that the actual amount of work to be performed will be corresponding therewith.

2. It being understood that in the event of any increase or decrease in the quantity of any item of Work and subject to the provisions of the Conditions of Contract (COC) herein, the actual quantities executed will be paid for at the lump sum and unit rates entered by the bidder in his bid for those particular items of the Work. No payments will be made on account of anticipated profits for work covered by the Contract, which is not performed, nor will any adjustment in the unit rates set forth in the Price Schedule be made because of an increase or decrease in the actual quantity from the estimated quantity indicated therein.

3. Where a bidder fails to quote a price of any item of the Price Schedule, NGC will consider that the price of that item is included among other items and the bidder will be obligated to furnish that item at no extra cost to NGC, if awarded the Contract.

Pricing

1. The bidder shall quote for all items of the Work described in the Price Schedule and the prices shall be quoted for complete Scope of Work.

2. The unit rates and prices and lump sum amounts entered in the Price Schedule will be the rates (firm and final) at which the Contractor will be paid, and shall be deemed to be the full inclusive value of the Work briefly described under the several items including all costs of performing the Work such as overheads, income tax, super tax, profits, costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract. The prices shown for each item shall and be related to extent of Work specified in the corresponding section of the Specifications.

   The bidder shall recognize such elements of the costs, which he expects to incur in performance of the Work and which are reimbursable, he shall not include any such cost in the rates and amount entered in the Price Schedule.

3. The bidder shall quote the price for the Items mentioned in "Price Schedule". Such prices shall include the costs of transportation from NGC designated warehouse or store to the Site, handling of the Plant/Equipment and other materials, including all inspection, performance tests and responsibility for operation and maintenance of Plant until issuance of Taking Over Certificate (TOC), making good the Plant/Equipment, Materials and Work during defect liability period, the cost of stringing staff and labor, tools and equipment etc.

4. The bidder shall quote the price for dismantling and stringing of Disc Insulators in the relevant price schedule. Such prices shall include but not limited to the, cost of handling of the plant and other material, labor, tools etc required for the successful completion of stringing works as per scope.

5. Rates shall also include Contractor's cost for providing Performance Security, insurances in respect of Contractor's operations in Pakistan such as Erection/Construction All Risks Insurance of Work, Third Party insurance, insurance against Accident to Workmen.

6. All other charges for the supply of all Goods, materials, accessories or work not specifically mentioned herein but necessary for the completion and operation of the Work shall be deemed to have been included in the quoted prices.

7. Prices shall be filled in indelible ink, and the Bidder shall initial any alterations necessary due to errors, etc. As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.

8. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the Bidding Document.

   For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.
   Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer’s Requirements) or elsewhere in the Bidding Document.

9. Payments will be made to the Contractor in Pak Rupees only.

10. When requested by the Employer for the purposes of making payments or full and final payments will be made after completion all works in all aspects, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

Schedule No. 1

SCHEDULE OF PRICE

Replacement of Normal Disc Insulators with RTV Coated Disc Insulators:

i. 220KV T/L NGPS-Multan CKT-I
ii. 220KV T/L Multan-TPS Muzaffargarh CKT-I
iii. 220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I

BILL OF QUANTITIES

S #	Description	Unit	Qty	Unit Rate including all taxes	Total Price including all taxes
1	Replacement of normal disc insulators with RTV coated Disc insulators on 220KV T/L Multan-NGPS CKT-I as per site requirement including transportation	No.	20		
2	Replacement of normal disc insulators with RTV coated Disc insulators on on 220KV T/L Multan-TPS CKT-I as per site requirement including transportation	No.	41		
3	Replacement of normal disc insulators with RTV coated Disc insulators on 220KV T/L TPS-Bahawalpur CKT-I as per site requirement including transportation	No.	39		
4	Ball Clevis as per site requirement	No.	300		
5	Socket eye as per site requirement	No.	300		
Grand Total					

Name of Bidder **Signature of Bidder**

Appendix-A: SPECIAL STIPULATIONS

Clause of Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	As per requirement
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
3.	Time for Furnishing Program	14.1	Within 15 days from the date of receipt of Letter of Acceptance.
4.	Time for Commencement	41.1	from the date of issuance of work order
5.	Time for Completion	43.1, 48.2	Time for completion of work is 30 days from the date of issuance of work order OR 10 days after approval of final shutdown, whichever is later.
6.	a) Amount of Liquidated Damages	47.1	Rs. 0.07% of the contract price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
7.	Defects Liability Period	49.1	180 days from the effective date of Taking Over Certificate.
8.	Percentage of Retention Money	60.2	10 % of the Contract Price stated in Letter of Acceptance.
9.	Limit of Retention Money	60.2	10 % of Contract Price stated in the Letter of Acceptance.
10.	Time of Payment from submission of Invoice after issuance of completion certificate.	60.10	30 days in case of local currency.

Appendix-B: Foreign Currency Requirements

(Not Applicable)

Appendix-C: Price Adjustment

Under clause 70 of the Conditions of The Contract

Where $P1 = P\square\ x\ (\square + \square \frac{UL_1}{UL_0} + \square \frac{L_1}{L_0} + \square \frac{P_1}{P_0} + \square \frac{\square_1}{\square_0} + \square \frac{S_1}{S_0} + \square \frac{\square_1}{\square_0}) - P\square$

P1 = Adjustment amount payable to the contractor
PC = Contract Price i.e. base price
a = fixed component (a = 35%)
b = percentage of unskilled labor (works) component in PC (b = 26%)
c = percentage of skilled labor (works) component in PC (c = 14%)
d = percentage of petrol Component in PC (d = 5%) e
= percentage of diesel Component in PC (e = 11%) f
= percentage of steel bar Component in PC (f = 5%)
g = percentage of cement Component in PC (g = 4%)

UL_0, UL_1 = unskilled labor indices applicable to the appropriate industry on the base date and date of adjustment, respectively.
L_0, L_1 = skilled labor indices applicable to the appropriate industry on the base date and date of adjustment, respectively.
P_0, P_1= Petrol indices in Pakistan on the base date and date of adjustment, respectively.
D_0, D_1= Diesel indices in Pakistan on the base date and date of adjustment, respectively.
S_0, S_1= Steel indices in Pakistan on the base date and date of adjustment, respectively.
C_0, C_1= Cement indices in Pakistan on the base date and date of adjustment, respectively.

Conditions Applicable To Price Adjustment
The Bidder shall indicate the source of labor and materials indices and the base date indices in its bid.

Item	Source of Indices Used	Base Date indices
Labor, fuel (diesel), cement and steel.	Gazette issued by Statistical Bureau of Pakistan	

The base date shall be the date twenty eight (28) days prior to the Bid closing date.

The date of adjustment for construction works shall be, from the middle of project execution date.

The following conditions shall apply:

(a) Price adjustment will be applied only if the resulting increase or decrease is more than two percent (2%) of the Contract price.

(b) No price increase will be allowed beyond the original completion date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.

(c) The total adjustment (plus or minus) shall be subject to a ceiling amount of fifteen percent (15%) of the Contract price (excluding advance payment).

(d) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.

NOT APPLICABLE

Appendix-D: Technical Proposal

(To be provided by Contractor)

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule[2]

Personnel

Equipment

Time Schedule[3]

List of Subcontractors

[2]To be Developed on MS-Project
[3]To be Developed on MS-Project

D-1: Site Organization

D-2: Method Statement

The bidder shall submit a detailed plan explaining the work methodology for the execution of the project as mentioned in the Section 4 of the Bidding document. The submitted plan shall clearly show the step by step approach for the successful completion of the project. The work plan shall also include the details Job description of the propose personnel, technical staff/technician, wiring/cable laying team.

D-3: Mobilization Schedule

D-4: Construction Schedule

D-5: Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements specified in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

Form PER – 1: Proposed Personnel

1.	**Title of position***
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name

*As listed in Section 3 (Evaluation and Qualification Criteria).

Form PER – 2: Resume of Proposed Personnel

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 / Relevant technical and management experience

The photograph shall be appended with the Resume.

D-6: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	**Name of manufacturer**	**Model and power rating**
	Capacity	**Year of manufacture**
Current Status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment** ☐ **Owned** ☐ **Rented** ☐ **Leased** ☐ **Specially manufactured**	

Omit the following information for equipment owned by the Bidder.

Owner	**Name of owner**	
	Address of owner	
	Telephone	**Contact name and title**
	Fax	**Telex**
Agreements	**Details of rental / lease / manufacture agreements specific to the project**	

D-7: Time Schedule

D-8: List of Subcontractors

Parts of Works (Give Details)	**Subcontractor (with complete Address with experience)**
1	**2**

Appendix-E: Construction Camp and Housing Facility

The Contractor in accordance with clause 34 of the conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall, at its own cost and expense, make all necessary arrangements for the accommodation of its labour and personnel at the Site. This shall include the provision and maintenance of all required utilities and services, including but not limited to sanitation, electricity, and water supply, as well as all other facilities and provisions necessary in accordance with the Site requirements and applicable regulations

Appendix-F: Deviations

Deviation from Contractual Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid must be listed below:

Sr. No.	Clause No. / Section No.	Deviation

Note: Attach additional sheets, if necessary

Deviation from Technical Conditions

Deviations if any, which the bidder has taken to the Contractual Conditions in preparation of his bid, must be listed below:

Sr. No.	Clause No. / Section No.	Deviation

Note: Attach additional sheets, if necessary

Appendix-G: Estimated Progress Payments

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Program of the Works and the Rates in the Bill of Quantities, expressed in thousands of Pakistan Rupees:

Month	Amounts (1,000 Rs.)
1	
1st day to 10th day of the Month	
11th day to 20th day of the Month	
21st day to 30th day of the Month	
Bid Price	

NOT APPLICABLE

Appendix-H: Integrity Pact

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

…… [*Name of Bidder*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from 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 Bidder*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

Appendix-I: Bidder's Qualification Forms

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder. If the bidding was preceded by a prequalification process then the forms included in this section and used earlier during the prequalification process need to be completed only if the information submitted at the time of prequalification requires updating.

i. Form ELI-1: Bidder's Information Sheet
ii. Form ELI-2: JV information Sheet
iii. Form LIT – Pending Litigation
iv. Form FIN - 1: Financial Situation
v. Form FIN-2: Average Annual Turnover
vi. Form FIN-3: Financial Resources
vii. Form FIN-4: Current Contract Commitment
viii. Form EXP: Bidder's Experience

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

Attached are copies of the following original documents.

❑ 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with IB-3.

❑ 2. Authorization to represent the firm or JV named in above, in accordance with ITB 18.5.

❑ 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 11.2.

Form ELI - 2: JV Information Sheet
Each member of a JV must fill in this form

JV Information	
Bidder's legal name	
JV Partner's legal name	
JV Partner's country of constitution	
JV Partner's year of constitution	
JV Partner's legal address in country of constitution	
JV Partner's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	

Attached are copies of the following original documents.

❑ 1. Articles of incorporation or constitution of the legal entity named above, in accordance with IB 3.

❑ 2. Authorization to represent the firm named above, in accordance with IB 11.2 & 18.5.

Form LIT - Pending Litigation

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

Pending Litigation			
❑ **No pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)** ❑ **Pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)**			
Year	**Matter in Dispute**	**Value of Pending Claim in PKR**	**Value of Pending Claim as a Percentage of Net Worth**

Form FIN - 1: Financial Situation

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

Financial Data for Previous 3 Years [PKR Equivalent]		
Year 1:	**Year 2:**	**Year 3:**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

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 or partner to a JV, 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).
- Bidder shall furnish income tax returns submitted to the FBR for last three years to substantiate financial statements

Form FIN - 2: Average Annual Turnover

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

Annual Turnover Data for the Last 3 Years			
Year	**Amount Currency**	**Exchange Rate**	**PKR Equivalent**
		Average Annual Turnover	

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for contracts in progress or completed, converted to US Dollars at the rate of exchange at the end of the period reported.

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

Financial Resources		
No.	**Source of financing**	**Amount (PKR equivalent)**
1		
2		
3		

Form FIN- 4: Current Contract Commitments

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

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

Form EXP: Bidder's Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No . . . . . of	**Contract Identification**		
Award Date		**Completion Date**	
Role in Contract	❑ **Contractor**	❑ **Management Contractor**	❑ **Subcontractor**
Total Contract Amount			**US$**
If partner in a JV or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**	
Employer's Name **Address** **Telephone/Fax Number** **E-mail**			
Description of the similarity in accordance with Criteria 2.4.2(a) of Section 3			

In support of the claim, the bidder shall submit the copies of the contract agreements along-with the end user certificates.

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees . (Rs.)

Bid Reference No.

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

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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

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

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

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

SURETY (Bank)

WITNESS: Signature _____

1. _____ Name _____

Title _____

_____

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____

_____

Name, Title & Address

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:_____
(Scheduled Bank in Pakistan)
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 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 49, Defects Liability, 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 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-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____ Signature _____

_____ Name _____

Corporate Secretary (Seal)

Title _____

2. _____

_____ _____

Name, Title & Address Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnessed as follows:

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

2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:

   (a) The Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract – Part II;
   (f) The General Conditions – Part I;
   (g) The priced Bill of Quantities (Appendix-D to Bid);
   (h) The completed Appendices to Bid (B, C, E to L);
   (i) The Drawings;
   (j) The Specifications.
   (k) _____(any other)

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor	Signature of Employer
_____	_____
(Seal)	(Seal)
Signed, Sealed and Delivered in the presence of:	
Witness:	Witness:
_____	_____
(Name, Title and Address)	(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No._____Date _____

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

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

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

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

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

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

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

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

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

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GUARANTOR

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

WITNESS

1. _____

_____
Corporate Secretary (Seal)

2. _____ _____

(Name Title & Address) Corporate Guarantor(Seal)

NOT APPLICABLE

Section-5

Employer's Requirement

SECTION 5 – EMPLOYER'S REQUIREMENT

This section contains the Specifications, the Drawings, and Supplementary information that describe the Works to be procured.

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Scope of Works and Services to be provided by Contractor

The scope of work to be executed; **Replacement of Normal Disc Insulators with RTV Coated Disc Insulators:**

i. **220KV T/L NGPS-Multan CKT-I**
ii. **220KV T/L Multan-TPS Muzaffargarh CKT-I**
iii. **220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I**

Details of Works to be executed by the Contractor

1. Designing is not the part of the scope. For all the works mentioned above hereof, the work shall be done as per the drawings provided by the Employer as well as the specification provided with the bidding document. Any drawing missing shall be provided to successful bidder later on.

2. Packing, Insurance, Transportation, delivery to site and storage of equipment/ material/plant (to be provided by NGC) from NGC designated Warehouse or store to site.

3. The details work provided by the Employer includes:
Replacement of Normal Disc Insulators with RTV Coated Disc Insulators:

i. 220KV T/L NGPS-Multan CKT-I
ii. 220KV T/L Multan-TPS Muzaffargarh CKT-I
iii. 220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I

S #	Description	Unit	Qty	Unit Rate including all taxes	Total Price including all taxes
1	Replacement of normal disc insulators with RTV coated Disc insulators on 220KV T/L Multan-NGPS CKT-I as per site requirement including transportation	No.	20		
2	Replacement of normal disc insulators with RTV coated Disc insulators on on 220KV T/L Multan-TPS CKT-I as per site requirement including transportation	No.	41		
3	Replacement of normal disc insulators with RTV coated Disc insulators on 220KV T/L TPS-Bahawalpur CKT-I as per site requirement including transportation	No.	39		
4	Ball Clevis as per site requirement	No.	300		
5	Socket eye as per site requirement	No.	300		
Grand Total					

i. The site may be visited to ascertain the site conditions as the work is to be completed in stipulated period of 30 days. Time for completion of work is 30 days from the date of issuance of work order OR 10 days after approval of final shutdown, whichever is later.

ii. All the safety measures and protocol should be adopted for the safeguard of Disc Insulators.

iii. The above quantities are estimated and Contractor shall be paid for actual quantities / measurement.

4. The quantities for the work have been indicated in the schedule of prices.
5. Handing over of all surplus goods and materials after completion of work for which the contractor has taken payment from the employer or the same has been provided by the Employer.
6. Any other work, material not mentioned above but deemed necessary by the contractor/Employer/Project Manager for the completion of the work and its successful/smooth operation will be considered a part of the scope of work under the contract.
7. The Contractor shall not execute any Electrical/Civil/Mechanical work without prior approval of the Employer/Engineer.

8. Site Condition

The site of work is:

i. 220KV T/L NGPS-Multan CKT-I
ii. 220KV T/L Multan-TPS Muzaffargarh CKT-I
iii. 220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I

so, during execution below mentioned parameters should be considered according to location.

Altitude
Max. Ambient air temperature
Ambient air temperature
Relative humidity(24hours)
Average annual rain fall
Winds
Seismic Conditions (refer to www.erra.pk)

Specifications

(Technical Specifications)

1. General

1.1 All works and workmanship shall comply with and be tested in accordance with requirements of the specifications. Equipment or parts, which are not covered by the specifications, shall comply with rules, codes and regulations of the International Electro-Technical Commission (IEC) or approved National Standardizing bodies.

2. SPECIFICATIONS AND DRAWING

2.1 The contract shall be executed in strict conformity with the specifications and/or Drawings given or mentioned in this section and the supplier shall do no 'Work' without proper specifications, instructions and/or Drawings.

2.2 The Engineer shall interpret the meaning of the Specification, data, drawing etc, and shall have a right to reject or accept any work or material which in his assessment does not meet the requirements of the Specification and/or applicable National and International standards, codes, rules, etc. mentioned elsewhere in the specification

2.3 Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa, or in the event of conflict between any two clauses of the Specification/document of different codes/ standards specified or provided with the document, the more stringent requirement as per interpretation of the Engineer apply, unless confirmed otherwise by the Engineer in writing based on a written request from the Contractor.

2.4 If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Employer whose written explanation and/or clarification shall be obtained before proceeding with the work.

2.5 On completion of the Contract the Contractor shall deliver to the Employer three (03) prints of all pre-commissioning test results carried out on the equipment.

3 LANGUAGE

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

4. Specifications

Please refer to section-6 for specifications.

Drawings

Please refer to **Volume II**.

NOT APPLICABLE

Equipment to be supplied by NGC

Following substation equipment shall be supplied to the Contractor by NGC

a. 245kV SF6 power circuit breakers together with supporting structures, anchor bolts and operating mechanisms.
b. 245kV disconnectors, Earthing Platforms together with steel supporting structure, anchor bolts, operating mechanism
c. 245kV current transformers together with supporting structures, anchor bolts and marshaling boxes.
d. 245kV Capacitor Coupling/ Capacitive Voltage (CCVT/CVT) transformers, marshaling box along with supporting structures and anchor bolts.
e. 198kV surge arresters, surge counter along with steel supporting structures and anchor bolts.
f. 245kV post insulators together with supporting structures and anchor bolts.
g. Switchyard Steel gantries
h. Grid Station hardware which includes Tension & Suspension string assemblies, equipment terminal connectors and connectors for rigid and strain bus bars
i. Conductor (Tubular/AAC) for bus-bars (Main/Stand) and connection jumpers,
j. Shield wire and fitting assemblies and connectors
k. Grounding conductor, moulds, connectors, rods and clamps excluding thimbles for connection with steel supporting structure
l. Control cables and power cables including termination kit for power cables
m. All control, relay, auxiliary, metering, event and fault recorder panels and Marshalling Kiosks

Not Applicable

The exact quantities and dimensional detail of the above mentioned material shall be provided to the successful bidder.

NATIONALGRID will not provide any material/ equipment other than mentioned above and all other material/ equipment required for successful operation of the plant shall be deemed cover in the scope of the Contactor.

Supplementary Information

SI-01 <u>ACQUAINTANCE WITH SITE</u>

The Contractor shall be deemed to have inspected and examined the site and its surroundings and information available in connection therewith before submitting his/her Bid. This includes but not limits to, the form and nature thereof, including the subsurface conditions, the hydrological and climatic conditions, the extent and nature of work, Goods and materials necessary for the completion of the Work, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

SI-02 SITE OF PROJECT

i. 220KV T/L NGPS-Multan CKT-I
ii. 220KV T/L Multan-TPS Muzaffargarh CKT-I
iii. 220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I

SI-02.1 POSSESSION OF SITE

Save, in so far as the Contract may prescribe, the extent of portions of the Site of which, the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which work shall be executed. NGC shall, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed in accordance with

the program given by the contractor and agreed by the employer. Otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Employer, make and will, from time to time as work proceeds, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with due dispatch in accordance with the said program or proposals (as the case may be).

SI-02.2 LOCATION OF SITES

i. 220KV T/L NGPS-Multan CKT-I
ii. 220KV T/L Multan-TPS Muzaffargarh CKT-I
iii. 220KV T/L TPS Muzaffargarh-Bahawalpur CKT-I

SI-03 SITE CONDITIONS

SI-03.1 Site Conditions and Meteorological Data

The site is subject to dust storms, industrial pollution like Heavy Smog and insects and vermin are prevalent. Particular care must be taken in design to prevent the ingress of dust, insects, and vermin and to ensure resistance to attack by insects and vermin.

SI-04.1 Material and Workmanship

(1) All services in context of construction of the building along with its associated works shall comply with the requirements of the Contract Documents. All Services, Work or parts shall comply with the applicable standards, rules, codes and regulations of the internationally approved standardizing bodies.

(2) The intent of these Specifications is that the services and workmanship of Work under this Contract should be equal to or superior than those actually described herein.

(3) In choosing materials (IF ANY) and their finishes due regard shall be given to the conditions prevailing at Site.

(4) All matters relating as to the acceptability or otherwise of the services, Work and materials offered under this Contract shall be decided by the Employer/Project Manager in mutual consultation with the Contractor.

SI-04.2 Extent of Specifications

The extent of the Contract Documents is to provide for the Work herein specified to be fully complete in every detail for the function designated. All services which are not specifically mentioned in the Contract Documents, but which, in the opinion of the Employer/Project Manager/Employer, are usual or necessary for the satisfactory completion of the Work shall be deemed to be included in the Contract Documents and shall be provided by the Contractor without extra cost to NGC.

SI-05 DRAWINGS

SI-05.1 Drawings in Contract

SI-05.1.1 Specification Drawings

The specification drawings contained in the Bidding Documents show the scope of Work to be performed by the Contractor. These drawings shall not be used for execution of the Work unless the Employer gives specific instructions for such use.

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SI-05.1.2 Approved Drawings

The Work shall be performed in accordance with the approved drawings designed by the Engineer.

SI-6 TRANSPORTATION OF GOODS

SI-6.1 General

(1) The Contract shall insure proper packing, lifting and transportation of the Goods, materials and Equipment to be provided by Employer from NGC warehouse to the Site and shall be solely responsible for selection of routes and carriers, and expediting in order that all Goods are safely and expeditiously transported to the Site. All the cost incurred in this connection shall be borne by the Contractor.

(2) The Contractor however, shall be solely responsible for satisfying himself at the time of transportation as to the adequacy of the road surfaces and structures. The Contractor shall advise the concerned authorities in advance of the proposed transit of the heaviest and largest items of Goods and Equipment and shall comply with instructions given by said authorities.

(3) Within the limits imposed by law, the Contractor shall be entitled to utilize all the roads and other communication facilities existing in the country, to the same extent as any other user.

SI-6.2 Loading, Transportation, Unloading and Storage at the Site

(1) The Contractor shall load Goods from manufacturer's works / NGC warehouse, transport & unload all Goods and other material to the Site. Items for permanent installations shall be properly stored and shall be protected as required to prevent damage or deterioration of any type. Storage/ Stacking methods shall be such as to cause minimum inconvenience to others and shall be arranged to facilitate inspection.

(2) All Goods and other material storage shall comply with the requirements of the Specifications or to the approval of the Employer.

SI-6.3 Ownership of Packing Materials

All packing boxes, reels, shipping containers except those containers, which are not the property of the Contractor, planking covers, etc. shall become the property of Employer. All the packing materials shall be handed over to Employer immediately after storage requirements of the Goods or part thereof and other materials are over.

SI-6.4 Receiving Reports and/or Damage Reports

The Contractor shall prepare and submit receiving reports to Employer to cover goods received and checked at the job Site and/or storage area.

SI-7 SCHEDULE, PROGRESS REPORTS AND MEETINGS

SI-7.1 Schedule

The Contractor shall carry out the Work in accordance with the dates/ periods specified in General as well as Special Conditions of Contract and with the approved Schedule. The Contractor shall regularly review the Schedule and notify the Employer promptly of any revisions, which in his view may be required from time to time.

SI-7.1.1 Form of Schedule

The Schedule shall be a detailed CPM (critical path method) type; time scaled according to calendar dates and Project month numbers. The CPM for planning, scheduling, and controlling will be used for the Contract. The Contractor shall submit a schedule showing the logical sequence in which the Work will be carried out in sufficient detail to satisfy the

Employer/Project Manager that the Work is thoroughly planned and meets all the requirements of the Contract Documents.

SI-7.2 Progress Reports

(1) The Contractor within five (05) days of the signing of the Contract shall submit in writing for the approval of Employer/Project Manager a Schedule for construction, erection, testing and commissioning of the complete grid station.

(2) The submission to or approval by the Employer/Project Manager of such Schedule etc. shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

(3) At monthly intervals after submission of the Schedule, the Contractor shall submit to the Employer/Project Manager up to five (05) copies of a typed and detailed progress report in an approved form together with copies of the above mentioned Schedule indicating the stage reached in transportation of goods, erection/construction, in percentage terms. Such monthly reports shall show the actual progress plotted against the scheduled progress. These reports shall be accompanied by such photographs, diagrams, bar charts, and curves in approved standard form, as may be required by the Employer/Project Manager. The reports shall be forwarded not later than the 8th of the subsequent month. The numbers of copies shall be as stipulated in the Specifications or as instructed by the Employer/Project Manager.

(4) The Employer shall at all reasonable times be afforded access to the Contractor and any Sub-Contractor's premises for the purpose of ascertaining progress.

SI-8 Meetings

(1) Soon after the date of signing of Contract, the Employer will require a conference with the Contractor at a place mutually agreed upon, to discuss scheduling of drawings, construction and erection works, scheduled sequences of delivery and other similar matters which may be pertinent to the completion of the Project.

(2) At monthly intervals or from time to time during the execution of the Contract, the Employer may call meetings, either in his Offices or at the Contractor's Offices in Pakistan or NGC 's office as is deemed necessary for the purpose of progress monitoring and proper execution of the Contract.

(3) As required by the Employer, responsible representatives of the Contractor shall attend such meetings.

(4) All expenses incurred by the Contractor for attending such meetings shall be borne by the Contractor and shall not be reimbursable.

SI-9 SITE FACILITIES AND SERVICES

Attention is drawn to the obligations of the Contractor to make his own arrangements at his own expense for Services or facilities provided to his employees. Any cost incurred by the Contractor in respect of any of such Site facilities or services under the Contract shall be deemed to be included in the rates and prices in the Price Schedule and no separate payment, therefore, will be made to the Contractor.

SI-9.1 Accommodation

(1) The Contractor shall provide and maintain at his cost residential accommodation and transportation facilities for his own use.

(2) The Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all of his supervisory staff and labour employed for the purposes of

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or in connection with this Contract including all fencing, electricity, supply, sanitation, cook houses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities.

SI-9.2 Offices

The Contractor shall arrange and maintain his offices at his own cost.

SI-9.3 Work yards and Storage Areas

(1) Pursuant to Clause SI-6.2 hereof, no storage site shall be provided by NGC to store Goods, materials or equipment. The Contractor shall procure, furnish, provide and arrange for all the necessary services and be responsible for the construction and maintenance of the necessary construction campus, offices and warehouses; and perform all other work necessary for completion of the Work described herein in strict conformance with these Specifications.

(2) The Contractor shall provide his own watchman service to ensure security and safety of the Goods, materials and Work prior to NGC taking over the Work.

SI-9.4 Temporary Buildings

(1) The Contractor shall provide and maintain all temporary structures required including warehouses, change houses for workmen, sheds, etc. He shall also provide his own field office complete with telephone so that he or his official representative can be contacted by NGC and/or Employer/Project Manager at all times.

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(2) Such temporary buildings and/or utilities shall remain the property of the Contractor and shall be removed by him at his expense upon the completion of the Work and the Site reinstated to its original condition, all to the approval of the Employer/Project Manager.

Sl-9.5 Provision of Facilities at site

The Contractor at his own expense shall arrange the power, water supply and sanitation facilities at site for construction activities, his camp office and labor.

SI-10 MEASUREMENT FOR PAYMENT

First and final Invoice will be paid to the contractor on the completion of work

Form of Taking over/ Completion Certificate

Contract: [. . . . .**insert name of contractor and contract identification details**. . . . .]

Date: _____

Certificate No. _____

To: [. . . . **.insert name and address of Contractor**. . . . .]

Dear Ladies and/or Gentlemen,

Pursuant to GC Clause 48.1 (Taking over certificate) of the General Conditions of the Contract entered into between yourselves and the Employer dated [. . . . .**insert date.** . . . .], relating to the [. . . .**brief description of the Facilities** . . . .], we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: [. . . .**description** . . . .]

2. Date of Completion: [. . . .**date** . . . .]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

[. . . .**Signature** . . . .]
Project Manager

Variation Orders

Variation Order Procedure

General

This section provides samples of procedures and forms for implementing variations in the Facilities during the performance of the Contract in accordance with GC Clause 51.1 (Variations) of the General Conditions.

Variation Order Log

The Contractor shall keep an up-to-date Variation Order Log to show the current status of Requests for Variation and Variations authorized or pending, as Annex. Entries of the Changes in the Variation Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Variation Order Log in the monthly progress report to be submitted to the Employer.

References for Changes

(1) Request for Variation as referred to in GC Clause 51 shall be serially numbered VR-X-nnn.

(2) Estimate for Variation Proposal as referred to in GC Clause 52.1 shall be serially numbered VN-X-nnn.

(3) Acceptance of Estimate as referred to in GC Clause 52.2 shall be serially numbered VA-X-nnn.

(4) Variation Order as referred to in GC Clause 51 shall be serially numbered VO-X-nnn.

Note:

(a) Requests for Variation issued from the Employer's Home Office and the Site representatives of the Employer shall have the following respective references:

Home Office	VR-H-nnn
Site	VR-S-nnn

(b) The above number "nnn" is the same for Request for Variation, Estimate for Variation Proposal, Acceptance of Estimate and Variation Order.

NOT APPLICABLE

Variation Order Forms

Request for Variation Proposal

[**Employer's Letterhead**]

To: [**Contractor's name and address**] Date:

_____

Attention: [**Name and title**]
Contract Name: [**Contract name**]
Contract Number: [**Contract number**]

Dear Ladies and/or Gentlemen:

With reference to the captioned Contract, you are requested to prepare and submit a Variation Proposal for the Change noted below in accordance with the following instructions within [**number**] days of the date of this letter [or on or before (**date**)].

1. Title of Change: [***Title***]
2. Change Request No./Rev.: [***Number***]
3. Originator of Change:
   Employer: [Name]
   Contractor (by Application for Change Proposal No. [Number Refer to Annex 5.2.7]
4. Brief Description of Change: [***Description***]
5. Facilities and/or Item No. of Equipment related to the requested Change: [***Description***]
6. Reference drawings and/or technical documents for the request of Change:
   Drawing No./Document No. Description
7. Detailed conditions or special requirements on the requested Change: [***Description***]
8. General Terms and Conditions:
   (a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.
   (b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.
   (c) If you have any critical opinion regarding the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.
   (d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.
   (e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

[***Employer's Name***]
[***Signature***]
[***Name of signatory***]
[***Title of signatory***]

Estimate for Change Proposal

NOT APPLICABLE

[***Contractor's Letterhead***]

To: [**Employer's name and address**] Date:

_____

Attention: [**Name and title**]
Contract Name: [**Contract name**]
Contract Number: [**Contract number**]

Dear Ladies and/or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with GC Sub-Clauses52.1 and 52.2 of the General Conditions. We acknowledge that your agreement to the cost of preparing the Variation Proposal, in accordance with GC Sub-Clause 52.2, is required before estimating the cost for change work.

1. Title of Change: [***Title***]
2. Change Request No./Rev.: [***Number***]
3. Brief Description of Change: [***Description***]
4. Scheduled Impact of Change: [***Description***]
5. Cost for Preparation of Change Proposal: [***insert costs which shall be in the currencies of the Contract***]

(a) Employer/Project Managering (Amount)

(i) Employer/Project Managering _____hrs x_____rate/hr = _____

(ii) Draftsperson _____ hrs x_____rate/hr = _____
Sub-total _____ hrs _____

Total Employer/Project Managering Cost

_____

(b) Other Cost

_____

Total Cost (a) + (b)

[***Contractor's Name***]
[***Signature***]
[***Name of signatory***]
[***Title of signatory***]

Acceptance of Estimate

NOT APPLICABLE

[***Employer's Letterhead***]

To: [**Contractor's name and address**] Date:

_____

Attention: [**Name and title**]
Contract Name: [**Contract name**]
Contract Number: [**Contract number**]

Dear Ladies and/or Gentlemen:

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: [***Title***]
2. Change Request No./Rev.: [***Request number/revision***]
3. Estimate for Change Proposal No./Rev.: [***Proposal number/revision***]
4. Acceptance of Estimate No./Rev.: [***Estimate number/revision***]
5. Brief Description of Change: [***Description***]
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in para. 3 above in accordance with GC Clause 52 of the General Conditions.

NOT APPLICABLE

[***Employer's Name***]
[***Signature***]
[***Name of signatory***]
[***Title of signatory***]

Variation Order

[***Employer's Letterhead***]

To: [**Contractor's name and address**] Date:

_____

Attention: [**Name and title**]
Contract Name: [**Contract name**]
Contract Number: [**Contract number**]

Dear Ladies and/or Gentlemen:

We approve the Change Order for the work specified in the Change Proposal No. [***number***], and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with GC Clause 52 of the General Conditions.

1. Title of Change: [***Name***]
2. Change Request No./Rev.: [***Request number / revision***]
3. Change Order No./Rev.: [***Order number / revision***]
4. Originator of Change: Employer: [***Name***] / Contractor: [***Name***]
5. Authorized Price:
   Ref. No.: [***Number***] Date: [***Date***]
   Foreign currency portion [***Amount***] plus Local currency portion [***Amount***]
6. Adjustment of Time for Completion
   None Increase [***Number***] days Decrease [***Number***] days
7. Other effects, if any

Authorized by:_____ Date:_____
Employer

Authorized by:_____ Date:_____
Contractor

NOT APPLICABLE

Pending Agreement Change Order

[***Employer's Letterhead***]

To: [**Contractor's name and address**] Date:

Attention: [**Name and title**]
Contract Name: [**Contract name**]
Contract Number: [**Contract number**]

Dear Ladies and/or Gentlemen:

We instruct you to carry out the work in the Variation Order detailed below in accordance with GC Clause 52 of the General Conditions.

1. Title of Change: [***Name***]
2. Employer's Request for Change Proposal No./Rev.: [***number/revision***] dated: [***date***]
3. Contractor's Change Proposal No./Rev.: [***number / revision***] dated: [***date***]
4. Brief Description of Change: [***Description***]
5. Facilities and/or Item No. of equipment related to the requested Change: [***Facilities***]
6. Reference Drawings and/or technical documents for the requested Change:
   [***Drawing / Document No. / Description***]
7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

[***Employer's Name***]
[***Signature***]
[***Name of signatory***]
[***Title of signatory***]

NOT APPLICABLE

Application for Variation Proposal

[***Contractor's Letterhead***]

To: [**Employer's name and address**] Date:

_____

Attention: [**Name and title**]
Contract Name: [**Contract name**]
Contract Number: [**Contract number**]

Dear Ladies and/or Gentlemen:

We hereby propose that the below-mentioned work be treated as a Change in the Facilities.

1. Title of Change: [***Name***]
2. Application for Change Proposal No./Rev.: [***Number/revision***] dated: [***Date***]
3. Brief Description of Change: [***Description***]
4. Reasons for Change:
5. Order of Magnitude Estimation (amount in the currencies of the Contract): [***Amount***]
6. Schedule Impact of Change:
7. Effect on Exceptional Guarantees, if any:
8. Appendix:

NOT APPLICABLE
NOT APPLICABLE

[***Contractor's Name***]
[***Signature***]
[***Name of signatory***]
[***Title of signatory***]

SECTION-6

General Condition of Contract

Paste FIDCC GCC Clause

Section-7

Particular Condition of the Contract

SPECIAL CONDITIONS OF CONTRACT (Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)	
1.1	**Definitions**
(a) (i)	The Employer is **NationalGrid Pakistan** Name: Director General (Field Operations) North NGC Multan Address: Director General (Field Operations) North, NGC Multan, GSO House, Sher Shah Road, Cantt. Multan (a) (iv) The Engineer is Senior Manager (T/L) Multan or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer.
In paragraph (a) (v) "Engineer's Representative" shall be deleted and replaced by following paragraph. In the GCC, wherever the word "Engineer's Representative" is used shall be replaced by "Project Manager".	
(a) (v)	"Project Manager" means the person appointed by the Employer to monitor and supervise the execution of work at site on behalf of the Employer. Whereas Employer's Representative means Director (Field Operations) Multan, appointed as supervision consultant of the project.
(a) (v)	The Project Manager is Director (Field Operations) Multan Work will be supervised by
(a) (vii)	"Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.
(b) (v)	The following is added at the end of the paragraph: The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".
(c) (ix)	The following paragraph is added: "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.
(e)(i)	The text is deleted and substituted with the following: "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.
2.1	**Engineer's Duties and Authority**
	With reference to Sub-Clause 2.1(b), the following provisions shall also apply; i) Complete engineering of the Project ii) Issuance of electrical and civil drawings for construction ii) Interpretation of the bidding documents iii) Site visits for attending any technical problem if necessary iv) Resolution of disputes v) Review & approval of all technical matters
2.3	**Engineer's Authority to delegate:**
	The following paragraph is added:

	The Director (Field Operations) Multan shall act as Project Manager and perform following duties on the behalf Engineer: (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting". (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions". (iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts. (iv) Any action under Clause 40 "Suspension". (v) Any action under Clause 44 "Extension of Time for Completion". (vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3). (vii) Issuance of "Taking over Certificate" under Clause 48. (viii) Issuing a Variation Order under Clause 51,except: a) in an emergency* situation, as stated here below, or b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid. (ix) Fixing rates or prices under Clause 52. (x) Extra payment as a result of Contractor's claims under Clause 53. (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money". (xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8. (xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1. (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange". (Note: Employer may further vary according to need of the project) * (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)
2.7	**Engineer Not Liable**
	Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.
5.1	**Language(s) and Law** (a) The Contract Documents shall be drawn up in the English language. (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.
5.2	**Priority of Contract Documents** The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

	(1) The Contract Agreement (if completed); (2) The Letter of Acceptance; (3) The completed Form of Bid; (4) Special Stipulations (Appendix-A to Bid); (5) The Particular Conditions of Contract; (6) The General Conditions; (7) The priced Bill of Quantities; (8) The completed Appendices to Bid; (9) All Annexure of the Tender Document (10) The Specifications (11) The Drawings; All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.
10.1	**Performance Security** The text is deleted and substituted with the following: The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of bank guarantee from any Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.
10.4	**Performance Security Binding on Variations and Changes** The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.
14.1	**Programme to be Submitted** The Contractor shall submit a detailed time program to the Engineer within 14 days after signing of Contract.
14.3	**Cash Flow Estimate to be Submitted** The detailed Cash Flow Estimate shall be submitted within 14 days from the date of signing of Contract.
34.2	Following clauses shall be added: **Employment Of Persons In Service Of Others** The contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service of Employer or Engineer or Project Manager.
34.3	**Rates of Wages and Conditions of Labour** The Contractor shall pay rates of' wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out.

	In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.
34.4	**Housing for Labour** Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.
34.5	**Health and Safety** Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.
34.6	**Epidemics** In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.
34.7	**Supply of Water** The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.
34.8	**Alcoholic Liquor or Drugs** The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.
34.9	**Arms and Ammunition** The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
34.10	**Festivals and Religious Customs** The Contractor shall in all dealings with his staff and labour have due regard to all recognised festivals, days of rest and religious and other customs.
34.11	**Disorderly Conduct** The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.
34.12	**Compliance by Subcontractors** The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

	The following Sub-Clauses 35.2 and 35.3 are added:
35.2	**Records of Safety and Health** The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.
35.3	**Reporting of Accidents** The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.
	The following Sub-Clause 47.3 is added:
47.3	**Bonus for Early Completion of Works** No bonus is admissible for the project.
49.5	**Extensions of Defects Liability Period** The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond One eighty (180) days from the date of taking over.
60	**Certificates and Payments** Clause 60.1 to 60.10 is hereby replaced with Annexure-B.
67.1	**Engineer's Decision**
67.2	**Amicable Settlement** Replace fifty sixth with thirtieth in the fourth line of Para 1 of this clause.
67.3	**Arbitration** In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following: shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force. The following paragraph is added: The place of arbitration shall be Multan, Pakistan.
68.1	**Notices to Contractor** The following paragraph is added: For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2	**Notices to Employer and Engineer** For the purposes of this Sub-Clause, the respective addresses are: The Employer is **NationalGrid Pakistan** Name: Director General (Field Operations) North NGC Multan Address: Director General (Field Operations) North, NGC Multan, GSO House, Sher Shah Road, Cantt. Multan The Engineer is Senior Manager (T/L) Multan, At 500KV Grid station Multan near reliance weaving mill Multan Telephone No. +92-61-6740966 Mobile No. +92-335-7401959 The Project Manager is Director (Field Operations) Multan GSO House, Sher Shah Road, Cantt. Multan
70.1	**Increase or Decrease of Cost** Relevant Appendix for price escalation shall be applicable.

Section-9

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

(a) (i)The Employer is:	NationalGrid Pakistan Name: Director General (Field Operations) North NGC Multan Address: Director General (Field Operations) North, NGC Multan, GSO House, Sher Shah Road, Cantt. Multan
(a) (iv) The Engineer is:	Senior Manager (T/L) Multan, At 500KV Grid station Multan near reliance weaving mill Multan Telephone No. +92-61-6740966 Mobile No. +92-335-7401959

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

(i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".

(ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".

(iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.

(iv) Any action under Clause 40 "Suspension".

(v) Any action under Clause 44 "Extension of Time for Completion".

(vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).

(vii) Issuance of "Taking over Certificate" under Clause 48.

(viii) Issuing a Variation Order under Clause 51,except:

a) in an emergency* situation, as stated here below, or

b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

(ix) Fixing rates or prices under Clause 52.

(x) Extra payment as a result of Contractor's claims under Clause 53.

(xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".

(xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.

(xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

(xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.3 Engineer's Authority to delegate:

The following paragraph is added:

The Senior Manager (T/L) Multan shall act as representative of Engineer for providing in house Engineering Services including but not limited to the following:

a) Review & approval of technical data/ drawings/design
b) Interpretation of the bidding documents
c) Review & approval of profile/plan tabling/route plan
d) Foundation designs, review and approvals
e) Site visits for attending any technical problem if necessary
f) Resolution of disputes
g) Review & approval of all technical matters

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.

5.1 Language(s) and Law

(a) The Contract Documents shall be drawn up in the English language.

(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

(1) The Contract Agreement (if completed);

(2) The Letter of Acceptance;

(3) The completed Form of Bid;

(4) Special Stipulations (Appendix-A to Bid);

(5) The Particular Conditions of Contract;

(6) The General Conditions;

(7) The priced Bill of Quantities;

(8) The completed Appendices to Bid;

(9) The Specifications

(10) The Drawings;

All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction which shall be binding.

6.1 Custody and supply of Drawings & Documents

The contractor shall supply a soft copy of such drawings in source file and any other format specified by the Engineer.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the issuance of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause10.4 is added:

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

11.1 Inspection of Site

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 labour, 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 owner 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 owner.

If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

The rates quoted by Bidder shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations to the Engineer.

14.1 Programme to be Submitted

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receipt of Letter of Acceptance.

The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall be in the form of bar chart or a CPM chart identifying the critical activities and include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, delivery to Site, construction, erection and testing.

b) Each of these stages for work by each nominated subcontractor

c) The sequence and timing of site inspections and tests specified in the Contract, and a supporting report which includes:

i) A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

ii) Details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.

The period between the Program updates will be 30 days. If the contractor fails to submit an updated program in time, any payment due for his current bills will be withheld till the submission of such programme.

14.3 Cash Flow Estimate to be Submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, copies of Monthly Progress Reports covering:

(1) A Construction Schedule indicating the monthly progress in percentage;

(2) Description of all work carried out since the last report;

(3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;

(4) Monthly summary of daily job record;

(5) Photographs to illustrate the status of progress on the Site.

(6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

(7) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, delivery of material to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor.

(8) The details described in Sub-Clause 35.1 [Return of labor & Contractor's Equipment]

(9) Copies of quality assurance documents, test results and certificates of Materials.

(10) List of notices given under Sub-Clause 68.1[Notice to Contractor] and notices given under Sub-Clause 68.2[Notice to Employer & Engineer].

(11) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.

(12) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

NOT APPLICABLE

These progress reports will be submitted as per the following distribution list:

(1) CE (MP&M)
(2) CE (EHV-II)
(3) CE (Design)
(4) PD (EHV) Concerned
(5) XEN (EHV) Concerned

During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall

include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorised representative at Site shall be authorised to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 15.2 is added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

21.1 Insurance of Works and Contractor's Equipment

The minimum insurance amounts and deductibles shall be:

(a) For the Works and Materials: Full value of material.

(b) For loss or damage to Equipment: Full value of the loss/damage.

(c) For loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract: Full value of loss/damage to property

(d) For personal injury or death:

i) of the Contractor's employees: In accordance with such applicable laws in Pakistan

ii) of other people: : In accordance with such applicable laws in Pakistan

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub paragraph (a) to (h).

25.3 Remedy on Contractor Failure to Insure

Delete the text and substitute with the following:

The Contractor shall effect and keep in force all insurances required under the contract. The Employer shall not affect any kind of insurance on behalf of this project.

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

"In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Contractor shall indemnify the employer against all losses and claims arising from such failure."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, theContractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.3 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of' wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labours so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory

staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions**,** provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognised festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

35.1 Returns of Labour and Contractor's Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking Over Certificate for the Works.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health

and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall , so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for the project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid “Special Stipulations”.

The following Sub-Clause 49.5 is added:

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.

51.2 Instructions for Variations

At the end of the first sentence, after the word “Engineer", the words “in writing “are added.

52.1 Valuation of Variations

In the tenth line, after the words “Engineer shall” the following is added:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.5 Conditions of Hire of Contractor’s Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor’s Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits reasonable evidence to the Engineer, or

b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and

ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

Then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.10 Time for Payment

No interest is applicable on any delay at the part of the employer. Second Para starting from "In the event of failure" and ending on "under clause 69 otherwise" is deleted.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph (a) to (h).

67.1 Engineer's Decision

Chief Engineer (Design) will act as Engineer for resolution of Disputes.

67.2 Amicable Settlement

Replace fifty sixth with thirtieth in the fourth line of Para 1 of this clause.

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled ..... appointed under such Rules" are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph

is added:

The place of arbitration shall be Lahore, Pakistan.

68.1 Notices to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

(a) (i)The Employer is:	NationalGrid Pakistan
Name:	Director General (Field Operations) North NGC Multan
	Address: Director General (Field Operations) North, NGC Multan, GSO House, Sher Shah Road, Cantt. Multan
(a) (iv) The Engineer is:	Senior Manager (T/L) Multan,
	At 500KV Grid station Multan near reliance
	weaving mill Multan
	Telephone No. +92-61-6740966
	Mobile No. +92-335-7401959

69.0 Default of Employer

This clause with all sub clauses is deleted in its entirety.

70.1 Increase or Decrease of Cost

Sub-Clause 70.1is deleted in its entirety, and substituted with the following:

The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in Appendix C of this bidding document.

The following Sub-Clauses 73.1, 73.2, 74.1, 75.1, 76.1, 77.1and 78.1 are added:

73.1 Payment of Income Tax / SBR / FBR

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes

(Employer may incorporate provisions where applicable)

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L 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 Subcontractors, agents or servants;

(b) terminate the Contract; and

(c) 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

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

If the Contractor fails to perform any of its obligations under the Contract, the Employer may give a Notice to Correct specifying the default and requiring its remedy within a reasonable time.

If the Contractor fails to comply within the specified time, the Employer shall be entitled to terminate the Contract by issuing a Notice of Termination. Upon such termination, the Employer may expel the Contractor from the Site and complete the Works by any other means. The Contractor shall be liable for any additional costs incurred by the Employer in completing the Works.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

Annexure-A

1. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

2. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

3. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

4. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

5. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.

6. Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:

    a. where there is a discrepancy between 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 total amount derived from the multiplication of the unit price and 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 price, in which event the total amount as quoted will govern and the unit rate will be corrected.

7. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

ANNEXURE 'B'

(Part-I)

Terms and Procedures of Payment

In accordance with the provisions of GCC Clause 40 & 48, the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

(A) Terms of Payment

Certificates and Payment

1. Method of Application for Certificate of Payment

(a) The Contractor shall submit to the Employer ten (10) copies of Application for Certificate of Payment each signed by the Contractor and in such form as the Employer may from time to time prescribe. Such invoices, receipts, or other documentary evidence shall accompany application as the Employer may from time to time require.

(b) The application for certificate of payment for progress of Work shall be submitted after end of each month accompanying also a statement signed by the Contractor in the form stated in para (4) below and in such other form as the Project Manager may from time to time prescribe showing the amounts to which the Contractor may consider himself to be entitled upto the end of the month in respect of:

(a) The permanent work executed;

(b) Payment of account of lumpsum item in the Price Schedule not included under head (a) above.

(c) Certificate that the Goods complies with the Specifications

(d) Certificate of origin, issued by the Contractor

(e) Warranty Certificate

(f) Pre-shipment Inspection report/Inspection report or letter of waiver, issued by the Employer. (If Applicable)

(g) Any other document as considered necessary by the Employer.

(c) The Application for Certificate of Payment shall state the amount claimed and shall set forth in detail, in the order of the Price Schedule, particulars of the Work executed up to the date named in the Application and subsequent to the period covered by the last preceding certificate, if any.

2. Issue of Certificate of Payment

The Employer, within the time stated, after receiving an Application for Certificate of Payment from the Contractor, shall either approve or amend it as he consider reasonable and proper in respect thereof subject to the deductions of any sums which may have become due and payable by the Contractor to NATIONALGRID and issue a Certificate of Payment accordingly to NATIONALGRID showing the amount due to the Contractor, with a copy to the Contractor, or, advise the Contractor in writing as to the reasons for which it is being withheld.

3. Reduction in Payment

If any Work is not being carried out in accordance with the Contract to the satisfaction of the Employer, the Employer shall have authority to omit or reduce the value of such Work in any Certificate of Payment.

4. Withholding Certificate of Payment

If the Work or any part thereof are not being carried out in accordance with the Contract to the satisfaction of the Employer, the Employer shall have power to withhold any Certificate of Payment and in order to protect NATIONALGRID from loss on account of :

(a) defective Work not rectified

(b) claims filed against the Contractor

(c) failure of Contractor to make payments due for the Goods and material procured or labour employed by him

(d) damage to any other contractor or contractors employed by NATIONALGRID.

(e) Contractor's non-compliance with the Contract

(f) any Government dues recoverable from the Contractor if notified by the Government

(g) any other reason as deemed necessary by the Employer, for substantiation of the invoice.

The Employer shall notify the Contractor regarding this withholding giving reasons/grounds.

5. Certification of Payable Amount

(1) A Certificate of Payment other than the Final Certificate of Payment shall not be withheld on account of any part of the payment applied for being disputed. In such case, a Certificate of Payment for the undisputed amount shall be issued.

(2) The said Application for Certificate of Payment under Clause 1 hereof, shall be approved or amended, such that, in the Employer's opinion, the Certificate of Payment reflects the amount due to the Contractor, in accordance with the Contract. In case where there is a difference of opinion as to the value of any item, the Employer's views shall prevail.

6. Corrections to Certificate of Payment

The Employer may by any Certificate of Payment make any corrections or modifications in any previous Certificate of Payment (other than one purporting to be a Final Certificate of Payment), which shall have been issued by him.

7. Issue of" Withheld" Certificate of Payment

When the reasons/grounds for withholding the payment are removed by the Contractor, the Employer shall after examination, and upon being satisfied to that effect issue the "withheld" Certificate of Payment, without mark-up and penalty.

8. Time for Approval of Certificate of Payment

The amount due to the Contractor under any Certificate of Payment shall be approved by NATIONALGRID for payment within the time stated.

9. Payment by Measurement

Actual quantities of civil works shall be finalized upon completion of final substation layout/orientation, and approval of civil works drawings.

The Quantities set out in the Price Schedule are the estimated quantities for the Work, and they are not to be taken as the actual and correct quantities of the Work to be executed by the Contractor in fulfillment of his obligations under the Contract. Actual quantities shall be finalized upon completion of final site selection, substation layout/orientation, soil investigation and approval/release of civil works drawings by the Project Manager.

For any part of the Work, which is to be paid according to quantity supplied or work done, the provisions for measurement shall be as set out in General Conditions of Contract.

10. Application for Final Certificate of Payment

(1) The Contractor shall make Application for the Final Certificate of Payment with supporting documentation to the Employer within 28 days after the issue of the Defects Liability Certificate, or if more than one, the last Defects Liability Certificate.

(2) The Application for the Final Certificate of Payment shall be accompanied by a Draft Final Statement prepared by the Contractor. The Draft Final Statement shall give full details of the value of all Goods supplied and Work done under the Contract together with:

(a) such additions to or deductions from the Contract Price as have been agreed, and

(b) all claims for additional payment to which the Contractor may consider himself entitled under the Contract up to the date of the last Defects Liability Certificate.

(3) If the Project Manager disagrees with or can not verify any part of the Draft Final Statement, the Contractor shall submit such further information as the Project Manager may reasonably require and shall make such changes in all claims for additional payment to which the Contractor may consider himself entitled under the Contract up to the date of the last Defects Liability Certificate.

11. Issue of Final Certificate of Payment

(1) The Project Manager shall issue to NATIONALGRID with a copy to the Contractor, the Final Certificate of Payment within 30 days after receiving an Application with Final Statement in accordance with Sub-Clause 10 hereof.

(2) If the Contractor has not applied for a Final Certificate of Payment within the time specified in Sub-Clause 10 hereof, the Project Manager shall request the Contractor to do so within a further period of 21 days. If the Contractor fails to make such an Application, the Employer shall issue the Final Payment Certificate for such amount as he deems correct.

12. Final Certificate of Payment Conclusive

(1) A Final Certificate of Payment shall be conclusive evidence of the value of the Work, that the Work is in accordance with the Contract and that the Contractor has performed all his obligations under the Contract.

(2) Payment of the amount certified in the Final Certificate of Payment shall be conclusive evidence that NATIONALGRID has performed all its obligations under the Contract.

(3) A Final Certificate of Payment shall not be conclusive if any Arbitration or court proceedings under the Contract have been commenced by either party before the expiry of 84 days after the issue of the Final Certificate of Payment.

13. Payments Due from Contractor

NATIONALGRID may, without prejudice to any other method of recovery, deduct the amount due from any money in his hand due to or which may become due to the Contractor or recover same through the Performance Security. Such deduction shall not relieve the Contractor from his obligations to complete the Work in accordance with the Contract to the satisfaction of the Employer.

ANNEXURE 'B'

(Part-II)

The Clauses and Sub-Clauses specially stated in Particular Conditions of Contract are deemed to be additional Clauses or Sub-Clauses to the respective Clauses of General Conditions of Contract and shall be taken into consideration in interpreting or construing such Clauses. The provisions in this section shall supersede or clarify the provisions of General Conditions of Contract.

1.1 Definitions

"Bid" means the Contractor's priced offer to NGC for the execution and completion of the Work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by NGC.

"Permanent Work" means the permanent Work to be executed (including civil Work and Goods) in accordance with the Contract.

"Temporary Work" means all temporary Work of any kind (other than Contractor's Equipment) required in or about the execution and completion of the Work and the remedying of any defects therein.

"Engineer" means Design office, NGC or any individual or a firm nominated by the Employer

7.1 Sub-Contracting General.

Any action taken by the Project Manager under this Clause shall not relieve the Contractor of any of his liabilities and responsibilities under the Contract or give rise to any right to compensations, extension of time or otherwise.

9 Contractor's Equipment, Materials and Labor

(1) **Supply of Fuel Oil**

The Contractor shall be responsible for arranging and ensuring that adequate supplies of diesel oil, motor spirit (gasoline), aviation spirit (gasoline), kerosene, lubricants and other petroleum products are available at all times to meet his requirements for the purposes of or in connection with the Contract.

(2) **Supply of Cement**

The Contractor shall make his own arrangements for the procurement of Cement from mill or mills acceptable to the Project Manager. The Contractor shall make his own arrangement for transportation of cement from mill or source of delivery to the Site of Work and pay all taxes, duties, octroi charges and all other expenses for carriage of cement to site.

(3) **Supply of Reinforcing Steel**

The Contractor shall make his own arrangements for the procurement of Reinforcing Steel from mill or mills acceptable to the Project Manager. The Contractor shall make his own arrangement for transportation of reinforcing steel from mill and or source of delivery to the Site of Work and pay all taxes, duties, octroi charges and all other expenses for carriage of reinforcing steel to site.

(4) **Prohibition of Harmful Child Labor**

The Contractor shall not employ any woman or child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

(5) **Women and child Labor**

The NATIONALGRID will ensure that (i) there is no differential payment between men and women for work of equal value and (ii) civil works contractors do not employ child labor in the construction, and maintenance activities on accordance with the relevant laws and regulations of Pakistan.

(6) **Exclusive Use for the Work**

All Contractor's Equipment, Temporary Work and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Work and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent in writing of the Project Manager. Provided that consent shall not be required for vehicles engaged in transporting any staff, labor, Contractor's Equipment, Temporary Work, Goods or materials to or from the Site.

(7) **Vesting of Contractor's Equipment**

All Contractor's Equipment and materials owned by the Contractor, or by any company in which the Contractor has a controlling interest, shall, when on the Site, be deemed to be the property of NATIONALGRID. Provided always that the vesting of such property in NATIONALGRID shall not prejudice the right of the Contractor to the sole use of the said Contractor's Equipment and materials for the purpose of the Work nor shall it affect the Contractor's responsibility to operate and maintain the same under the provisions of the Contract.

(8) **Conditions of Hire of Contractor's Equipment**

With a view to securing, in the event of termination under Clause 56 of General Conditions of Contract the continued availability, for the purpose, of executing the Work, of any hired Contractor's Equipment, the Contractor shall not bring on to the Site any hired Contractor's Equipment unless there is an agreement for the hire thereof (which agreement shall be deemed not to include an agreement or hire purchase) which contains a provision that the owner thereof will, on request in writing made by NATIONALGRID within seven (7) days after the date on which any termination has become effective, and on NATIONALGRID undertaking to pay all hire charges in respect thereof from such date, hire such Contractor's Equipment to NATIONALGRID on the same terms in all respects as the same was hired to the Contractor save that NATIONALGRID shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of executing and completing the Work and remedying any defects therein, under the terms of the said Clause 56 of General Conditions of Contract..

(9) **Cost for the Purpose of Clause 56**

In the event of NATIONALGRID entering into any agreement for the hire of Contractor's Equipment, all sums properly paid by NATIONALGRID under the provisions of any such agreement and all costs incurred by him (including stamp duties) in entering into such agreement shall be deemed, for the purpose of Clause 56 of General Conditions of Contract to be part of the cost of executing and completing the Work and the remedying of any defects therein.

(10) **Incorporation of Clause in Subcontracts**

The Contractor shall, where entering into any subcontract for the execution of any part of the Work, incorporate in such subcontract (by reference or otherwise) the provisions of this Clause in relation to Contractor's Equipment, Temporary Work or materials brought on the Site by the Subcontractor.

(11) **Contractor Liable for Damage**

The Contractor shall be liable for loss or destruction of or damage to any of the Contractor's Equipment which may happen otherwise than through the default of NATIONALGRID.

(12) **Recovery of Dues From Sale of Contractor's Equipment**

If there shall be dues, owing or accruing to NATIONALGRID from the Contractor any moneys under or in respect of the Contract, of which NATIONALGRID shall be unable to obtain payment, NATIONALGRID shall be at liberty at the cost of the Contractor to sell and dispose, as he shall think fit, of such Contractor's Equipment and to apply the proceeds in or towards the satisfaction of such moneys as aforesaid.

13.6 Erection/Construction All Risks Insurance

(1) The Contractor shall insure the Work or part thereof in the joint names of the Contractor and NATIONALGRID

(a) from the date following the completion of the first unloading at the Site of the Goods or part thereof and other materials (to be used for construction or erection) and from commencement of Work at Site until the Risk Transfer Date against any loss or damage caused by any of the Contractor's risks and any other risks specified in Particular Condition of Contract and

(b) During the Defects Liability Period against any loss or damage which is caused either:

(i) by the Contractor in completing any outstanding Work or complying with his obligations, or

(ii) by any of the Contractor's risks and any other risks specified in Particular Condition of Contract, which occurred prior to the Risk Transfer Date.

(2) The sum insured shall be the full replacement value at the Site or at NATIONALGRID designated Warehouses in case of Spare Parts, which includes:

(a) (i) 110% of CIF value of imported Goods to be erected

(ii) 110% of Ex-factory value of Indigenous Goods to be erected

(b) Freight (including local transport) and insurance

(c) Cost of erection

(d) Cost of civil Project Managering work

(e) clearance of debris, maximum @ 5 % of minimum amount of Third Party Liability Insurance.

13.7 General

Should a loss be sustained, the Contractor shall replace or repair any loss or damage at his own cost and complete the Work in accordance with the Contract as soon as possible after occurrence of such loss or damages, without waiting for the settlement of the insurance claim.

13.8 Contractor to Notify Insurers

(1) It shall be the duty of the Contractor to notify the insurers of any such insurances referred hereof of any matter or event which by the terms of such insurances are required to be so notified. All formalities in connection with insurance survey(s) shall be the sole responsibility of the Contractor. The Contractor shall indemnify and keep indemnified NATIONALGRID against all loss, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or resulting from any default by the Contractor in complying with the requirements of this Clause whether as a result of the avoidance of any such insurance or otherwise.

(2) In case of any insurance claim, the Contractor shall pursue the insurance claim if any, till such time final settlement of such insurance claims is effected.

13.9 Currency of Insurance

All Policies of Insurance under the Contract, shall provide for payment of indemnity to be made in such amounts of such convertible currencies as will allow making good the loss of or damage to the whole or any part of the Work, or other requirements under the Contract.

13.10 Insurance Company

The policies of insurance under the Contract may be taken out with National Insurance Company (NIC) of Pakistan or other Insurance Company in Pakistan having at least AA rating from PACRA / JCR.

13.11 Procurement of Insurance Policies

The Contractor shall submit to the Project Manager for review, the draft of the insurance policies to be procured under this Contract as soon as possible after receipt of Notice of Contract Award so that terms of the policies may be agreed and approved by NATIONALGRID.

15.2 General Obligations

(1) Without limiting his obligations and responsibilities under the Contract, the Contractor shall be responsible for providing all labor, equipment, material, and services required to complete the Work including construction of Civil Work and erection of the Goods to the satisfaction of Project Manager and to retain responsibility therefore, until accepted by Project Manager in writing. Such responsibility shall also involve the correction of any defects occurring during the Defects Liability Period.

(2) It is the intent of the Specifications to provide for the transportation of NATIONALGRID supplied goods, construction, erection, stringing, testing and commissioning of the Works specifically noted, shown, or called for. The omission of specific reference to any item of work that is necessary for the proper completion and commissioning of the transmission line Works will not relieve the Contractor of the responsibility to furnish all required materials, transportation, and/or labor required for the complete construction and installation.

(3) The Specifications are taken to be correct, but complete accuracy is not guaranteed. Any error or ambiguity must be reported to NATIONALGRID and Project Manager before starting the work affected. In the event of any dispute arising as to the true intended meaning of the Specifications, the Project Manager shall interpret the same and his interpretation shall be accepted as final and binding upon all parties concerned.

(4) The Contractor shall be responsible for any misunderstanding or incorrect information, howsoever obtained, except information given in writing by NATIONALGRID or the Project Manager.

(5) If, at any time during the execution of the Work, the Project Manager requires the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be the subject of an instruction in accordance with Clause 37 of General Conditions of Contract unless an item in respect of such work is included in the Price Schedule.

15.3 Supply of Water

The Contractor shall so far as reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Project Manager or his representative, adequate supply of drinking and other water for the use of his staff.

15.4 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the statutes Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Sub-contractors, agents, employees or labor.

15.5 Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

15.6 Health and Safety

Due precautions shall be taken by the Contractor, at his own cost, to ensure the safety of his staff and labour and that suitable arrangements are made for the prevention of epidemic and for all necessary welfare and hygiene requirements, at all times throughout the period of the Contract.

17 Responsibility Unaffected by Approval

Approval by the Project Manager/Employer, in accordance with Clause 17 of General Conditions of Contract shall not relieve the Contractor of any of his responsibilities under the Contract.

17.7 One Copy of Drawings and Documents to be Kept at Site

One copy of the Drawings, provided to or supplied by the Project Manager as aforesaid and one complete set of Documents forming the contract including variations & standards, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Project Manager, Project Manager's representative and by any other person authorized by the Project Manager in writing.

18.2 Security Clearance of Contractor's Employees

All the personnel deputed by the Contractor at the Site in connection with the Contract must first be security cleared by Pakistan Government Authorities.

18.3 Existing Installations

The Contractor shall not enter into or upon or in any way interfere with any existing Goods, structure, installation or other place which is the property of NATIONALGRID except such places as are deemed to comprise the Site or to which access may be expressly permitted from time to time by the Project Manager.

18.4 Safety Precautions

(1) The Contractor shall furnish and issue approved safety helmets to all workmen and authorized personnel during the course of hazardous construction of all types.

(2) All accidents shall be promptly reported to the local Chief Inspector of Factories or the Chief Electrical Inspector as the case may be, and the concerned Police Station with copies to NATIONALGRID and the Project Manager.

18.5 Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and completion of the Work and the remedying of any defects therein:

(a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Work (so far as the same are not completed or occupied by NATIONALGRID) in an orderly state appropriate to the avoidance of danger to such persons, and

(b) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

19.2 Publicity

Publication by the Contractor of information originating by reason of the Work shall be only by permission of NATIONALGRID.

The Contractor shall not be allowed or permitted any public ceremony in connection with the Work without the permission of NATIONALGRID.

19.3 Interference with Traffic and Adjoining Properties

(1) All operation necessary for the execution and completion of the Work including for construction and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

(a) the convenience of the public, or

(b) the access to, use and occupation of public or private roads and foot-paths or to or of properties whether in the possession of NATIONALGRID or of any other person.

(2) The Contractor shall save harmless and indemnify NATIONALGRID in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible therefore.

(3) The Contractor shall conduct his operations, make necessary arrangements, take suitable precaution and perform all required Work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines and other utilities within the area of his operations in connection with this Contract and be responsible for the cost arising out of or in relation to any such interference.

(4) Where construction work or operation of the Contractor are performed within the limits of the right of way of the Pakistan Railways, the Contractor shall co-operate with the Railway Administration in order to expedite the Work and to avoid interference with the operation of the railway. Before performing any work on his sidings, yards or on other transportation facilities adjacent to existing railways the Contractor shall enter into an agreement with and shall meet all requirements of the Pakistan Railway within the area of Contractor's operations for the protection of their lines against damage, interference with traffic or service thereon by operations of the Contractor under this Contract. The Contractor shall not store or place any Goods, or equipment or materials on the right of way of the existing railway in such a manner as to interfere with the operation of trains or the maintenance of the rail bed and track. In advance of any operation which may unavoidably interfere with the operation of the railways the Contractor shall notify the Superintendent of the corresponding Railway Division in order that proper flagging or other protection may be provided. The cost of providing and maintaining all necessary safety measures, watchmen, guards, signals and temporary structures of making any necessary repairs, replacement or similar operation, furnishing indemnifying or other Bonds, if required, and all or any other costs required by the sub-clause shall be borne by the Contractor and the Contractor shall save harmless and indemnify NATIONALGRID in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operations or interference.

(5) The Contractor shall conduct his operation so as to offer the least possible obstruction to maintain flow in irrigation canals, channels and water courses. The flow of water in all irrigation canals, channels and water courses must be maintained without interruption during the period from April to October inclusive of each year and in the case of perennial irrigation canals, channels and water courses throughout the year. Request may be made for temporary interruption of flows, which are necessary for the completion of the Work, during periods of low irrigation demands. NATIONALGRID will assist the Contractor in making such request.

The Contractor shall observe rules and regulations of appropriate authorities regarding the interruption and maintenance of flow in irrigation canals, channels and water courses and be responsible for all claims, demands, proceedings, damages, costs and expenses whatsoever arising out of or in relation to any such construction operations or interference with irrigation flows.

19.4 Avoidance of Damage to Roads

The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Goods, Contractor's Equipment or Temporary Work from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such roads and bridges.

19.5 Transport of Contractor's Equipment or Temporary Work

Save insofar as the Contract otherwise provides the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Goods, Contractor's Equipment or Temporary Work and the Contractor shall indemnify and keep indemnified NATIONALGRID against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against NATIONALGRID, and shall negotiate and pay all claims arising solely out of such damage.

19.6 Settlement of Extraordinary Traffic Claims

If during the carrying out of the Work or at any time thereafter the Contractor shall receive any claim arising out of the execution of the Work in respect of damage or injury to highways or bridges, the Contractor shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify NATIONALGRID of all claims, proceedings, damages, costs, charges and expenses in relation thereto.

19.7 Photographs of Work and Advertisement Prohibited

The Contractor shall not except with the written authority of NATIONALGRID exhibit or permit to be exhibited any photographs or advertisement on the Work. Any such authorized exhibition of photographs or advertisements shall be subject to the approval of NATIONALGRID before it is put up and shall be immediately removed if NATIONALGRID so demands.

21.2 Material and Equipment Tests

Physical and chemical tests may be required by NATIONALGRID or Project Manager on any of the materials specified in the Contract or proposed to be used in the Work. The requirements to be met and the manner of testing shall be as stated in the Contract or as may be prescribed or approved by the Project Manager and/or NATIONALGRID.

21.3 Inspection of Operations

The Project Manager, and any person authorized by him, shall at all reasonable times have access to the Site and to all Workshops and places where materials or Goods are being manufactured, fabricated or prepared for the Work and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

25.3 Sequence and Methods

After submission to and approval by the Project Manager of such Schedule the Contractor shall adhere to the order of procedure and method stated therein unless he obtains the written permission of the Project Manager to vary such order of method (which permission shall not be unreasonably withheld).

The Contractor shall be responsible for determining the proper sequence to be followed and the method, equipment and tools to be used in the execution of the Work so as to fully and effectively carry out the intent and purpose of the Contract provided however that the Project Manager shall at all times have the paramount right and authority to direct and control the sequence to be followed and construction of the Work at the Site so as to promote the safety, economy and proper scheduling of the Work harmony and cooperation with other contractors and to cause as little interference as possible.

26.3 Failure to Comply

If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount

as the Project Manager or any arbitrator or arbitrators appointed pursuant to Clause 24 of General Conditions of Contract assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Project Manager's notice).

26.4 Payment of Claims

The Contractor shall be entitled to have included in any Certificate of Payment, such amount in respect of any claim as the Project Manager, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Project Manager to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Project Manager. The Project Manager shall notify the Contractor of any determination made under this Sub-Clause, with a copy to NATIONALGRID.

28.2 Rate of Progress

Should the rate of progress of work be at any time in the opinion of the Project Manager too slow to ensure the completion of the Work by the prescribed time or extended time the Project Manager may so notify to the Contractor in writing and the Contractor shall thereupon take such steps as he may think necessary and the Project Manager may approve to expedite progress so as to complete the Work by the prescribed time or the extended time. The Contractor shall not be entitled to any additional payment for taking such steps.

35.1.2 Payment where Taking-Over Certificate issued for Section or Portion of Work

If any section or portion of the Work shall be taken over separately, the payments herein provided for on or after taking over shall be made in respect of the section or portion taken over and reference to the price shall mean such part of the price as shall, in the absence of agreements, be apportioned thereto by the Project Manager.

35.5 Contractor to be Diligent to Save Costs

The Contractor shall at all times have regard to markets and shall, whenever buying any Goods & materials of which a variation in the costs would give rise to an adjustment of the Contract Price under this Clause, be diligent to buy or procure the same at the most economical prices consistent with the due performance by the Contractor of his obligations under the Contract.

37.7 Variation Order not to Invalidate Contract

No Variation Order shall in any way vitiate or invalidate the Contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of Contract Price.

37.8 Variation Orders Requiring Confirmation

If in the opinion of the Contractor the carrying out of any Variation Order would be likely to prevent or prejudice him from or in fulfilling any of his obligations under the Contract, he shall within twenty eight (28) days of receiving such Variation Order notify the Project Manager thereof in writing. If the Project Manager confirms the Variation Order in writing, the said obligations shall be modified to such an extent as may be justified. Until the Project Manager so confirms the Variation Order, in writing, it shall be deemed not to have been given.

37.9 Changes in Estimated Quantities

For the removal of doubt, it is declared that any increase or decrease of the estimated quantities set out in the Price Schedule ascertained by measurement in accordance with the provisions of Clause 37.9 herein is not a variation within the meaning of this Clause.

37.10 Variations Exceeding Fifteen Percent (15%)

If, on the issue of the Taking-Over Certificate for the whole of the Work, it is found that as a result of:

(a) all varied work valued under Sub-Clause 37 of General Conditions of Contract and

(b) all adjustments upon measurement of the estimated quantities set out in the Price Schedule excluding Provisional Sums, if any, and adjustments of Contract Price made hereof

but not from any other cause, there have been additions to or deductions from the Contract Price which have been taken together are in excess of 15 percent of the "Effective Contract Price" (which for the purposes of this Sub-Clause shall mean the Contract Price stated in the Notice of Contract Award) then and in such event (subject to any action already taken under any other Sub-Clause of this Clause), after due consultation by the Project Manager with NATIONALGRID and the Contractor, there shall be added to or deducted from the Contract Price such further sums as may be agreed between

the Contractor and the Project Manager or, failing agreement, determined by the Project Manager having regard to all materials and relevant factors including the Contractor's Site and general overhead costs of the Contract. The Project Manager shall notify the Contractor of any determination made under this Sub-Clause, with a copy to NATIONALGRID. Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 15 percent of the "Effective Contract Price".

37.11 Contractor to give Notice of Intended Claims

No increase of the Contract Price in respect of any Variation Order shall be allowed unless such increase has been stated in the Variation Order or as soon as practicable after the making of the Variation Order and not later than sixty (30) days from the date thereof the Contractor shall have given notice in writing to the Project Manager of his intention to claim extra payment.

39.7 Effect of Certificates of Payment

No Certificate of Payment shall be relied upon as conclusive evidence of any matter stated therein nor affect or prejudice any right of NATIONALGRID or the Contractor against the other.

40.6 Currency of Payments to Contractor

All payments to the Contractor shall be made in the same currency as quoted in Schedule of Prices of the Bid.

40.7 Currency of Payments to NATIONALGRID

All payments to NATIONALGRID by the Contractor including payments made by way of deduction or set-off shall be made as follows:

(1) In the case of liquidated damages under Clause 46 (General Conditions) in Pakistani Rupees as set forth in the Price Schedule. Any claim shall be calculated as per Total Contract Price stated in the Notice of Contract Award.

(2) In the case of reimbursement of any sum previously expended by NATIONALGRID in the currency in which the sum was expended by NATIONALGRID.

(3) In any other case in such currency as may be agreed or in default of agreement as may be determined by the Project Manager.

42.2 Non-Reimbursable Fees, Duties and Taxes

The Contractor shall not be entitled to any reimbursement by NATIONALGRID in respect of:

(1) Any fees charged for services or facilities provided in compliance with the provisions hereof. By way of illustration but no enumeration: any fees or moneys paid in respect of port or wharfage dues, pilotage charges, anchorage charges, clearance charges, vehicles registration fees, insurance fees, road taxes, octroi charges (other than stipulated in Contract Documents), education, group insurance and old age benefits etc., are deemed to be included in the rates and prices entered in the Price Schedule and will not be reimbursable.

(2) Pakistani customs duties, sales taxes, surcharges and fees for import permits or licenses in respect of Contractor's Equipment/goods and other articles imported by his employees or food, tobacco, liquor and other commissary goods and other personal articles imported by the Contractor for use or consumption of his employees, and

(3) Any element of duty or income tax or super tax and other taxes on income inherent in the price of locally procured goods and services in Pakistan. All these duties or taxes shall be deemed to be included in the rates and prices entered in the Price Schedule.

42.3 Advance Income Tax

(1) Deductions of Advance Income Tax from the net payable bill amounts shall be made in accordance with the prevailing income tax laws of the Government of Pakistan. Deductions made for this purpose will be deposited by NATIONALGRID in the Government treasury to the credit of Contractor's account.

(2) The Contractor may however, make a timely application to the appropriate Government authority to obtain an exemption under the state laws from having these deductions made. If such an exemption is granted to the Contractor in respect of this Contract he shall notify NATIONALGRID in writing giving all details. NATIONALGRID will then be able to make payments without the deduction of advance income tax.

42.4 Payment of Income Tax

The Contractor shall be responsible for payment of all Pakistani income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Price Schedule which rates and prices shall be deemed to cover all such taxes.

42.5 Income Tax Provisions in Sub-Contracts

Provisions to the like effect as those contained in this Clause shall be incorporated in Sub-Contracts.

42.6 Income Taxes on Staff

The Contractor's and his Subcontractors' staff, personnel and labor will be liable to pay personal income taxes in Pakistan in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor and his Subcontractors shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

General Role of Project Manager

In measuring, valuing, deciding or certifying, the Project Manager acts by his skill and from his knowledge of the facts and incidents connected with the Contract and insofar as any facts are not within his own knowledge, the Project Manager shall be at liberty to inform himself by inquiry of such person or persons, as he may consider necessary. The Project Manager shall at all times be considered to be aware of all facts necessary for him to form his own opinion, make his measurements or valuations, give his decisions and orders make his requisitions or give or refuse his certificate and he shall be at liberty to certify at such times and in such manner as in his discretion he may think proper.

45.3 Retention of Payment

If at any time any payment would fall to be due for Work or portion of a Work and if there shall be any defect in portion of such Work in respect of which such payment is proposed, NATIONALGRID may retain the whole or any portion of such payment. Any sum retained by NATIONALGRID pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed to the satisfaction of the Project Manager/NATIONALGRID.

45.4 Work to be Measured

(1) The Project Manager shall, except as otherwise stated, ascertain and determine by measurement the value of the work done in accordance with the Contract and the Contractor shall be paid that value in accordance with this Clause. The Project Manager shall, when he requires any part of the Work to be measured, give reasonable notice to the Contractor's authorized agent, who shall:

(a) forthwith attend or send a qualified representative to assist the Project Manager in making such measurement, and

(b) supply all particulars required by the Project Manager.

(2) Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Project Manager or approved by him shall be taken to be the correct measurement of such part of the Work. For the purpose of measuring such Permanent Work as are to be measured by records and drawings, the Project Manager shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within fourteen (14) days, attend to examine and agree such records and drawings with the Project Manager and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within fourteen (14) days of such examination, lodges with the Project Manager notice of the respect in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Project Manager shall review the records and drawings and either confirm or vary them.

45.5 Method of Measurement

The Work shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the Contract.

45.6 Breakdown of Lump Sum Items

The Contractor shall submit to the Project Manager, within twenty eight (28) days after the receipt of the Notice of Contract Award, a breakdown for each of the lump sum items contained in the Bid. Such breakdowns shall be subject to the approval of the Project Manager.

46.4 Liquidated Damages Not a Penalty

All sums payable by the Contractor to NATIONALGRID, represent NATIONALGRID's pre-estimate of the damages likely to be suffered by him and shall be paid not as a penalty but as liquidated damages which shall constitute full satisfaction for the liabilities of the Contractor in respect of delayed completion including any claim by any other contractor, if any, employed by NATIONALGRID on account of such delay or failure.

53.2 Postponement of Taking-Over Certificate

The Project Manager shall have power to postpone the issue of a Taking-Over Certificate in respect of the Work or any part thereof provided genuine reason warrants such an action.

53.3 Surfaces Requiring Reinstatement

Provided that a Taking-Over Certificate given in respect of any Section or part of the Work before completion of the whole of the Work shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Taking-Over Certificate shall expressly so state.

56.6 Removal of Contractor's Equipment on Termination

If the Contract shall be terminated under the provisions of the last preceding Clause 56 of General Conditions of Contract the Contractor shall with all reasonable dispatch remove from the Site all Contractor's Equipment and shall give facilities to his Subcontractors to remove similarly all Contractor's Equipment belonging to them and in the event of any failure so to do NATIONALGRID shall have the like powers, in regard to failure to remove Contractor's Equipment on completion of the Work.

56.7 Payment in Event of Frustration

In the event of the Contract being frustrated whether by war or other circumstances outside the control of the Contractor as well as NATIONALGRID however the sum payable by NATIONALGRID to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 58 of General Conditions of Contract if the Contract had been terminated under the provisions of this Clause.

56.8 Termination by NATIONALGRID for Convenience

(1) The Contract may be terminated by NATIONALGRID in whole, or from time to time in part, in accordance with this Clause whenever NATIONALGRID shall determine that such termination is in the best interest of NATIONALGRID.

(2) Termination shall be effected by Notice of termination to the Contractor, specifying that termination is for the convenience of NATIONALGRID, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(3) After receipt of a notice of termination and except as otherwise directed by NATIONALGRID, the Contractor shall;

(a) Stop work under the Contract on the date and to the extent specified in the notice of termination and place no further orders or subcontracts except as may be necessary for completion of the portion of the work under the Contract which is not terminated.

(b) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination.

(c) Assign to NATIONALGRID as it may direct, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated, in which case NATIONALGRID shall have the right to settle or pay any claims arising out of the termination of such orders and subcontracts.

(d) With the approval or ratification of NATIONALGRID, to the extent NATIONALGRID may require, which approval or ratification shall be final and conclusive for all purposes of this Clause, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.

(e) Transfer title to NATIONALGRID and deliver as directed by NATIONALGRID and/or Project Manager, the completed or partially- completed Goods, equipment, material and parts which would be required to be furnished to NATIONALGRID under this Contract.

(f) Complete performance of the part of the work which has not been terminated by the notice of termination, and

(g) Take such action as may be necessary for the protection of the property related to this Contract which is in the possession of the Contractor and to which NATIONALGRID has title.

(4) The Contractor shall submit to NATIONALGRID its written claim promptly, but not later than three (3) months from the effective date of termination, except as NATIONALGRID and/or Project Manager may otherwise agree in writing.

(5) The Contractor and NATIONALGRID and/or Project Manager shall consult within thirty (30) days of the submission of the claim concerning the whole or any part of the amount to be paid to the Contractor by reason of the termination of Work. The Contract shall be amended accordingly and the Contractor shall be paid the agreed amount.

(6) In deciding the amount due to the Contractor, all settled claims which NATIONALGRID may have against the Contractor in connection with this Contract, and the agreed price for, or the proceeds of sale of property acquired by the Contractor or sold and not otherwise recovered by or credited to NATIONALGRID, shall be deducted.

(7) Any disagreement regarding termination amounts or procedures shall be settled under Clause 24 of General Conditions of Contract.

56.9 Assignment of Benefit of Agreement

Unless prohibited by law, the Contractor shall, if so instructed by the Project Manager within fourteen (14) days of such entry and termination, assign to NATIONALGRID the benefit of any agreement for the supply of materials or services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.

63 Joint Venture/ Consortium

If the Contractor is a joint venture/ Consortium, all members of the joint venture/Consortium shall be jointly and severally liable to NATIONALGRID for the execution of the entire Contract in accordance with its terms. The members shall designate one of them to act as a leader with authority to bind the joint venture/consortium and to incur liabilities and to receive instructions for and on behalf of any and all partners. The composition or the constitution of the joint venture/consortium shall not be altered without the prior consent of the Project Manager.

64 Bill of Quantities

Wherever the word Lot has been used in the BOQ, the bidder will provide the detail of the material/work included in the Lot. Any item deemed necessary by the bidder / Employer/ Engineer for successful completion of the project as per design and not mentioned in the BOQ may be quoted separately. One soft copy of the duly filled BOQ will be submitted with the bid.

65 Implementation Procedure & Protocol

Before start of work the contractor will provide the implementation procedure and protocol to the Project Manager for approval.

SOP FOR
BLACKLISTING OF CONTRACTORS

NATIONAL TRANSMISSION & DESPATCH CO. LTD

Company Secretary

No. NATIONALGRID/CS/ / *191-207* **Dated: *27* - 02 - 2019**

NOTIFICATION

Approval for revision of SoP for Blacklisting

Ref: This office notification No.NATIONALGRID/CS/1728-42 dated 25.07.2017.

The Board of Directors National Transmission & Despatch Company Limited (NATIONALGRID) in its 150th meeting held on 25.02.2019 against agenda item No.10 has unanimously resolved and approved the revised/amended SoP for Blacklisting.

Ijaz Ahmad

Company Secretary

Copy to:

1. Managing Director.
2. Dy. Managing Director (AD&M).
3. Dy. Managing Director (P&E).
4. All General Managers.
5. Chief Financial Officer.
6. Chief Law Officer.
7. Chief Internal Auditor.
8. Chief Information System.

A copy of the revised SoP for Blacklisting is enclosed.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

NATIONAL TRANSMISSION & DESPATCH CO. LTD

Company Secretary

No.
NATIONALGRID/C
S/ *444-60*

Dated: *29 -0 3* - **2019**

CORRIGENDUM

Approval for revision of SoP for Blacklisting

In continuation to this office Notification No.NTDC/CS/191-207 dated 27.02.2019 on the subject matter, the designation of Chief Engineer (Reliability Assessment) being a committee member in Chapter No.3 under Clause 3.1 at page # 7 of the approved revised/amended SoP for Blacklisting may be read as 'Chief Engineer (Reliability Compliance)'.

Note:

- **All other contents of the notification will remain intact.**

a Company Secretary

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Copy to:

1. Managing Director.
2. Dy. Managing Director (AD&M).
3. Dy. Managing Director (P&E).
4. All General Managers.
5. Chief Financial Officer.
6. Chief Law Officer.
7. Chief Internal Auditor.
8. Chief Information System.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NATIONALGRID)

REVISED SOP FOR BLACKLISTING

(As on 25.02.2019)

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CHAPTER NO.1

1.1 INTRODUCTION

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

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

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

"The procuring agencies shall specify a mechanism and manner to permanently or temporarily bar, from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority:

Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard."

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

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

1.2 EXTENT OF APPLICATION

i. The procedure shall be applicable and remain in force, along with any amendments thereto, within NATIONALGRID until any clear instructions or guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.

ii. The procedure shall also be applicable on the pre-qualified firms.

iii. The procedure shall be applicable on any "Person", which for the purposes of this SOP shall *interalia* include suppliers, bidders, contractors, consultants, firms, individuals, and organizations transacting business with NATIONALGRID.

iv. Wherever any provision of this SOP shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of such applicable guidelines, laws, or rules shall prevail.

v. This SOP shall become a part of the future Bidding Documents and the person(s) will submit an Undertaking along-with his bid that he has read and accepts the provisions of this SOP. Non-submission of an Undertaking may result in rejection of his bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

CHAPTER NO. 2

2. REASONS OF BLACKLISTING

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

2.1.1 Pre- Award Stage:

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

i. Indulging in Corrupt, Fraudulent as well as Collusive practices.

ii. Submission of false and spurious documents, making false statements, making frivolous complaints and allegations to gain undue advantage.

iii. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature.

iv. Submission of false bid security or infringement of documents to get undue monetary or any other benefit.

v. Breach of confidentiality of evaluation process as mentioned in Appendix- 1 based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.

2.1.2 Post- Award Stage:

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

i. Extraordinary delay in signing or refusal to accept the Notification of Award and/or the contract without any cogent reason.

ii. Misconduct, i.e., failure to proceed with the signed contract, withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frustrating the evaluation/bidding process and not responding to written communication in a reasonable time.

iii. Causes mentioned in Clause 2.1.1 (i, ii & iii) above.

iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment Guarantee etc.

v. Non-satisfactory performance as mentioned in Appendix-2 during the execution of the contract.

vi. Non-performance or Breach of provisions / clauses of the contract agreements.

vii. Notwithstanding the warranty/defect liability period, any defect in a product, equipment, plant, facility or services rendered that may subsequently surface during field operations within 5 years of its commissioning.

viii. Failure to honour obligations within warranty period or defect liability period as defined in the contract.

2.1.3 Other Causes

i. The person is blacklisted by any Government department in Pakistan, or it is established that the firm is involved in any kind of corruption or corrupt practices anywhere in the world.

ii. Violations of provisions / instructions set down in the Bidding Documents.

iii. Any attempt / activity to malign or bring NATIONALGRID into disrepute and harm its interest(s).

iv. Person(s) blacklisted by International Financial Institutions (donor agencies) will be liable to be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.

v. Any other cause deemed just and appropriate by NATIONALGRID in the given circumstances.

Note:

(1) If above mentioned causes occur either on part of the principal bidder or the local agent, both shall be considered for blacklisting / debarment.

(2) The authorization of the foreign bidder to local agent shall contain his complete particulars including the name of the company, name of the owner, National Tax number (NTN), CNIC (Computerized National Identity Card) No. etc. In case, the said information is found to be missing, even after calling for the same within a reasonable time, the authority letter shall not be accepted.

(3) The Bidding Documents shall be issued against original authority letter or in case of scanned copy, the email of the foreign bidder shall be enclosed. However, at the time of bidding, the original authority letter shall be attached with the bid. In the absence ofthe same, the bid shall be rejected.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CHAPTER NO. 3

3. FORMULATION OF "NATIONALGRID'S RIGHTS PROTECTION COMMITTEE"

3.1 A permanent Committee namely "NATIONALGRID's Rights Protection Committee (**RPC or Committee**)" comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of any firm/supplier/contractor/ individual.

- General Manager (Performance Assessment) NATIONALGRID Convener
- Chief Engineer (Reliability Compliance) NATIONALGRID Member
- Representative of the Chief Law Officer's Office Member

Depending upon the nature of the case, the Committee may consult or appoint / nominate additional members from within NTDC with the approval of Managing Director (NTDC), provided that the Committee consists of an odd number of individuals as per spirit of Rule 48(1) of the PPRA Rules. Independence of any additional members shall be ensured while making the selection of such additional members. Furthermore, the aforementioned RPC shall also be authorized to seek external expert advice as and when required.

CHAPTER NO. 4

4.1 PROCEDURE FOR BLACKLISTING

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

4.2 INITIATION OF AN ACTION

(i) Within a period of 15 days after receiving the recommendations of Blacklisting / Debarment from the concerned Project Authority, the Convener of the Committee shall issue a Show Cause Notice ("**Notice**") thereby informing the Person about the alleged charges and shall provide an opportunity to the defend said charges within a time period of 15 (fifteen) days.

(ii) The person(s) shall be accorded adequate opportunity of hearing in order to defend the charges within the given timelines.

(iii) The Notice to the Person shall be sent at the mailing/postal address as provided under the Contract or any other address provided by way of subsequent written communication by the Person The non-receipt of the Notice due to incorrect / change in mailing address without any written communication shall not be attributable to NATIONALGRID. In case of non-receipt of any reply from the accused person within the formulated time, but not less than the time given in 4.2 (i) above, the Committee shall have the right to proceed on Ex-parte basis.

4.3 DECISION

i. The committee shall hold an independent inquiry/investigation as the case may be, and, which may include site visits and interviews with the parties concerned. The Committee shall complete the entire inquiry/investigation, preferably within a period of 30 days after receipt of response from the person against whom proceedings under this SOP have been initiated and shall present the report to the MD NATIONALGRID.

ii. If required, the Committee may report the case to an appropriate law enforcement agency depending upon the nature of the case for detailed investigations with the prior approval of Managing Director (NATIONALGRID).

iii. The person against whom proceedings have been initiated under this SOP shall not proceed for arbitration/litigation during the proceedings for blacklisting.

4.4 COMMUNICATION OF DECISION

After recommendation for blacklisting by "NATIONALGRID's Rights Protection Committee **(RPC)**", the person concerned shall be informed within 10 days of such decision. The decision of the Committee will be notified on NATIONALGRID's and PPRA's websites and shall also be conveyed to Pakistan Engineering Council. Blacklisting of firms shall also be conveyed by circular to other Government Departments. All other relevant procuring agencies including PEPCO, DISCOs, and WAPDA, etc., will also be informed simultaneously.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(i) The Blacklisting on the grounds and reasons specified herein above in Chapter No. 2 shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years, except in cases where debarment/blacklisting has been done by any other government department or an International Financial Institution (Donor Agency).

(ii) In case the person has been blacklisted by the government department or the International Financial Institution (donor agency), the period of blacklisting/debarment shall be for a

maximum period of 3 years or the time period for which the concerned government department/International Financial Institution (Donor Agency) debarred the contractor (whichever is higher).

4.6 ACTION AFTER PERSONS A REPLACED ON BLACKLISTING LIST.

i. The decision of blacklisting will be immediately circulated to all concerned as mentioned at Clause 4.4 above.

ii. In case of a contract already awarded to a person which has been blacklisted and termination is either not possible or not feasible, the concerned Project Authority may proceed in this case to complete the contract with the approval of Competent Authority.

iii. The blacklisted person shall stand disqualified from bidding from the date of decision against them. Any pending bids shall also stand rejected. If a contract has already been awarded to person, it shall be voidable at the option of NTDC as per 4.6 (ii) above.

iv. A separate register or data base will be maintained for blacklisted firms indicating reasons and period.

4.7 EFFECTIVENESS

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

APPENDIX-1

PROCESS TO DEAL WITH FRIVOLOUS COMPLAINTS

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

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

i. Anonymous complaints shall not be entertained.

ii. The Procuring Agency reserves the right to call for an affidavit from the complainant verifying the truthfulness and correctness of the contents of the complaint.

iii. The notice of displeasure and explanation will be immediately sent to those persons who lodge frivolous complaint(s) during the evaluation process.

iii (a) If the person itself or through its agent or any third party does not refrain from making frivolous complaints in the same tender or any other tender, an official warning will be sent and their case may be sent to "NATIONALGRID's Rights Protection Committee" which may analyse the situation and suggest action including the rejection of the bid of the complainant. However, Project Authority may reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.

iii (b) If the same person itself or through its agent or any third party lodges a frivolous complaint in another tender floating in parallel before decision of the Grievance Committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for a minimum period of six months under intimation to the Grievance Committee and MD NATIONALGRID.

iv. In order to monitor the record of the persons, a data base will be maintained at NATIONALGRID's website and the offices of the project authorities regarding such persons who consistently lodge frivolous complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

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

APPENDIX-2

GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

i. After signing of the contract, the Project authority (or the Consultant / Engineer) must monitor and evaluate the Contractor's performance, that is, whether the Contractor is fulfilling his obligations based on the terms of the contract and plans that were developed and agreed upon with the Project authority at the time of signing of contract or during kick-off meetings.

ii. Though the performance evaluation of any person is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, nevertheless, a person's Performance Evaluation Report may be prepared for the consumption and benefit of the procuring agency or for any other purpose at the completion of the project, as the case may be.

iii. The performance evaluation report shall be prepared for all contracts of more than Rs. 100 million. When based on the Evaluation Report, the performance of a person is non-satisfactory, the procuring agency may initiate the case for blacklisting of the person in accordance with the terms of this SOP. For the avoidance of doubt, consistent failure to provide satisfactory performance shall also include performances in a single or multiple contracts executed or being executed by the same person, as the case may be.

iv. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders. The procuring agency shall be the sole judge to determine the projects of vital or critical importance.

v. In case of ordinary delay in performance in 2 consecutive contracts within a period of 3 years, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders.

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