

Annexure – I

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works,
Services and Goods worth Fifty Million Rupees or More

- NAME OF THE ORGANIZATION / DEPTT National Transmission & Despatch Company Limited (NTDCL)
- FEDERAL / PROVINCIAL GOVT Federal
- TITLE OF CONTRACT XEN/CIVIL/EHV-II/NTDC/HYD/3/2022-23: Construction of Access Road from NHA to Main Entry Gate and Construction of 7.5m Wide Road from Main Entry Gate to Yard Gate and Internal Connecting 4.5m Wide Road at 220kV Grid Station Loralai.
- TENDER NUMBER XEN/CIVIL/EHV-II/NTDC/HYD/3/2022-23.
- BRIEF DESCRIPTION OF CONTRACT Construction of Access Road from NHA to Main Entry Gate and Construction of 7.5m Wide Road from Main Entry Gate to Yard Gate and Internal Connecting 4.5m Wide Road at 220kV Grid Station Loralai.
- TENDER VALUE PKR 117,154,816/- (Exclusive of PST)
- ENGINEER'S ESTIMATE PKR 170,215,203/- (For civil works only)
- ESTIMATED COMPLETION PERIOD: 270 days from the receipt of Engineer's Notice to Commence.
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? ___ Yes/No
- ADVERTISEMENT:
- i. PPRA Website Yes, Dated: 04-05-2023., PPRA Ref. No. TS509523E Yes/No
(Federal Agencies) (If yes give date and PPRA's tender number)
- ii. Newspaper Yes, National Newspapers (The Nation & Daily Jang) dated: 04-05-2023 Yes/No (If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE AND TIME) 26-05-2023 at 11:30 AM
- NATURE OF PURCHASE Local Local/International
- EXTENSION IN DUE DATE (If any) No Yes/No
1. NUMBER OF TENDER DOCUMENTS SOLD 08 Nos. Name of Firms are:

8 ntdc 20/023 . (1)

- i. M/s. Abdullah Construction Co. Hyderabad
- ii. M/s. Haji Paidna Khan & Sons, Quetta
- iii. M/s. Atta Muhammad Babar D.I Khan
- iv. M/s. Zain-ul-Abideen & Sons – Chiltan Engineering (JV)
- v. M/s. Haji Gul Muhammad Khan Shirani
- vi. M/s. Tameer Associates, Lahore.
- vii. M/s. Worker Engineering & Construction, Islamabad.
- viii. M/s. Dodhal Construction Company Battagarm KPK.

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS **Yes**
(Yes/No) (If yes enclose a copy) **(Attached as Annex-A)**

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS **Yes**
(Yes/No) (If yes enclose a copy) **(Attached as Annex-B)**

➤ WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

a. SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

b. SINGLE STAGE – TWO ENVELOPE PROCEDURE _____

c. TWO STAGE BIDDING PROCEDURE _____

d. TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

Please specify if any other method of procurement was adopted with brief reasons (i.e. Emergency, Direct Contracting, and Negotiated Tendering etc.)

➤ WHO IS THE APPROVING AUTHORITY **Deputy Managing Director (NTDC)**

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING **Not Applicable.**

➤ NUMBER OF BIDS RECEIVED **Six (06) Nos.**

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER **Yes.** (Yes/No)

➤ WHETHER INTEGRITY PACT WAS SIGNED **Yes**

f. j.

**PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)**

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works,
Services and Goods worth Fifty Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Six (06) Nos.
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Atta Muhammad Babar, D.I Khan, Arzi Bypass Quetta, D.I Khan, Opposite Daud Masjid, Near Amin General Store, Babar House, New Abadi Appozai Town, Zhob.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1st
- NEED ANALYSIS (Why procurement was necessary?) Procurement was made to secure the NTDC Grid.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)
N/A
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes Yes/No
- 2. DATE OF CONTRACT SIGNING 16-10-2023 (Attach a copy of agreement) (Attach as Annex-C)
- CONTRACT AWARD PRICE PKR 117,154,816/- (Exclusive of PST)
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes, Evaluation Results were floated on NTDC / PPRA websites (Yes/No) (Attach copy of the bid evaluation report) (Attach as Annex-D)
- ANY COMPLAINTS RECEIVED N/A (Yes/No) (If yes result thereof)
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS No (Yes/No) (If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA No (Yes/No) (If yes give details)
- SPECIAL CONDITIONS, IF ANY (Give brief description) Particular Conditions of Bidding Document are attached as Annex-E.

[F.No.2/1/2008/PPRA -RA.III]



SECTION I**INSTRUCTIONS TO BIDDERS**

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

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

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

IB.2 Source of Funds

- 2.1 NTDC own sources

IB.3 Eligible Bidders

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

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but

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: National Transmission & Despatch Company (NTDC). Address: Chief Engineer (MP&M) NTDC 8th Floor Shaheen Complex, Edgerton Road Lahore. Postal Code: 54000 Telephone: +92-42-99202597 Fax number: +92-42-99202173 E-mail: cempm@ntdc.com.pk
IB 1.1	Name of the Project & Summary of the Works: Bidding document No. XEN/CIVIL/EHV-II/NTDC/HYD/3/2022-23 Project: “Construction of Access Road from NHA to Main Entry Gate and Construction of 7.5M Wide Road from Main Entry Gate to Yard Gate & Internal Connecting 4.5M Wide Road at 220KV Grid Station Loralai” The bidding is open to National competitive Bidding (NCB).
IB 1.2	Time for completion is 270 days from the date of receipt of Engineer’s Notice to Commence.
IB 2.1	Source of Funding: NTDC’s own resources.
IB 3.1 (a)	The existing sub clause 3.1(a) is deleted and replaced with following: The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements: i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) C-4 or above with code CE-10 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 one of the firms shall have license minimum in the appropriate category C-4 or above with code CE-10. ii) Pakistani constructor shall be on Active Taxpayers List of the Federal Board of Revenue and relevant Provincial Revenue Authority.

	<p>iii) The Bidder shall not be blacklisted by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous blacklisting, if any. An affidavit is to be provided by the Bidder that the Bidder is not blacklisted by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. Further, the bidder shall submit an Undertaking along with his bid that he has read and accepts the provisions of NTDC policy (attached with the bidding document) for blacklisting of contractors. Non-submission of this undertaking may result in the rejection of the bid. The said undertaking will subsequently become part of Contract Agreement as well.</p> <p>iv) [Note: NTDC's SOP for blacklisting of Contractors is included in this document for information as to general mechanism. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021) and ITB 38 of Section-II (BDS) of this document.]</p>
<p>IB 3.1 (b)</p>	<p>Delete IB 3.1 (b) and replace it with the following:</p> <p>The invitation for bids is open to all bidders with qualification as described below:</p> <p>1. <u>Work Experience</u></p> <p>The bidder as single entity should have executed at least two similar nature of works.</p> <p>The Bidder must have successfully completed similar nature of work contract(s) within the last ten (10) years, having total value of contract(s) (i.e. sum of value of multiple contracts) at least equivalent to the amounting PKR 171 Million. The Bidder shall submit with the bid evidence in this regard including interalia copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s).</p> <p>In case of JV, all JV partners shall combined meet the said required experience.</p> <p>i. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. For verification of the past performance, the copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid.</p> <p>ii. The bidder as main contractor (a joint venture partner) must have completed construction contract of at least one (01) similar nature of works within the last ten (10) years comprising of Civil Works.</p> <p>iii. In case the bid is submitted by a joint venture, Lead Partner shall meet the above experience criteria. However, each partner, other than the Lead Partner, shall have experience of execution of construction contracts of at least one similar nature of work as main contractor or as approved subcontractor during last ten (10) years.</p>

iv. The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.

2. **Financial Qualification**

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

The Bidder's submitted documents as stated above for the last three years should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities.

In case of JV, each JV partner shall meet the criteria. (Information to be submitted in QF-5, Section III).

- ii. The Financial documents submitted by the bidder should show minimum Average Annual Turnover for the last three years not less than the amounting **PKR 85.5Million** (Information to be submitted in QF-6, Section III).
- iii. The Bidder must demonstrate access to or availability of financial resources such as liquid assets, line of credit, and other financial means to meet the total cash flow demands of this contract which is being considered equal to **PKR 42.75Million plus 25% of the Bidder's commitments** for remaining works at hand contracts.
- iv. In case of JV, all the JV partners shall combine meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.
- v. The Bidder shall provide bank certificate for his lines of credit on the prescribed Form QF-8, Section-III.

3. **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 Purchaser 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 format given in QF-9: Section III.

4. The above stated requirements are a 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.
5. The general information about the bidder and all associated partners is to be provided at form QF-1: Section-III separately for each partner.

	6. This bidding document comprises of 13 appendices (Appendix A to M). For qualification, the bidder must read carefully all the instructions and fill up all the relevant forms enclosed in these appendices.
IB 3.2	<p>The following sub clause is added after 3.1:</p> <p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> (i) they have controlling shareholders in common; or (ii) they receive or have received any direct or indirect subsidy from any of them; or (iii) they have the same legal representative for purposes of this bid; or (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, 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. All cost in this respect shall be at the bidders own expense.
IB 7.2	The Bidders should ensure that they have received the complete set of the bidding Documents. Every bid is deemed to be made on the basis of all of the bidding Documents, including any Addenda (if any). 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.ntdc.com.pk .
IB 8.1	The details presented in the bidding Documents have been compiled with all reasonable care, however, it is the responsibility of the bidder to satisfy himself that the information given in each section is adequate and that there is no conflict between various clauses/sections/ Specifications. In case of any variation, the same may be referred to the Employer for clarification/ decision before atleast 07 days prior to due date of submission of Bid. The clarification/ decision of the Employer shall be final and conclusive.

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) Bids Submission via email will not be entertained

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 or by messenger.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

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

IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

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

errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

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

IB.27 Correction of Errors

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

IB.28 Evaluation and Comparison of Bids

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

IB 18.4	<p>Sub-Clause 18.4 is substituted with the following:</p> <p>“Each Bidder shall prepare by filling out the forms completely and without alterations one original set of Bid as described in IB. 11 and clearly mark each “ORIGINAL. In addition, the Bidder shall submit one (01) copy of the Bid, clearly marked as “COPY NO...”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>The Bidder shall also submit an electronic copy of BOQ on Pen Drive in MS Office (Excel) format and shall enclose in the Price Bid envelope.”</p>
IB 19.2 (a)	<p>Employer's address for the purpose of Bid submission:</p> <p>Chief Engineer (MP&M) NTDC 8th Floor Shaheen Complex, Edgerton Road Lahore. Postal Code: 54000 Telephone: +92-42-99202597 Fax number: +92-42-99202173 E-mail: cempm@ntdc.com.pk</p>
IB 19.2 (b)	<p>Name of the Project:</p> <p>“Construction of Access Road from NHA to Main Entry Gate and Construction of 7.5M Wide Road from Main Entry Gate to Yard Gate & Internal Connecting 4.5M Wide Road at 220KV Grid Station Loralai”</p> <p>Identification No.: <u>Tender No. XEN/CIVIL/EHV-II/NTDC/HYD/3/2022-23</u></p>
IB 19.2 (c)	<p>The envelope containing the bid shall bear a warning not to open before the time and date for opening of bid in accordance with IB 23.1.</p>
IB 20.1 (a)	<p>Deadline for Submission of bid:</p> <p>Date: _____ Time: _____</p>
IB 20.1 (c)	<p>Add the following new Para (e) at the end of Sub Clause: “(e) Bids submitted through fax or email shall not be considered.”</p>
IB.23	<p>Bid Opening</p> <p>Sub-Clause IB.23 is substituted by the following:</p>
23.1	<p>The Employer shall open the Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>Time: _____ Date: _____ Venue: Office of Chief Engineer (MP&M) NTDC 8th Floor Shaheen Complex, Edgerton Road Lahore.</p>

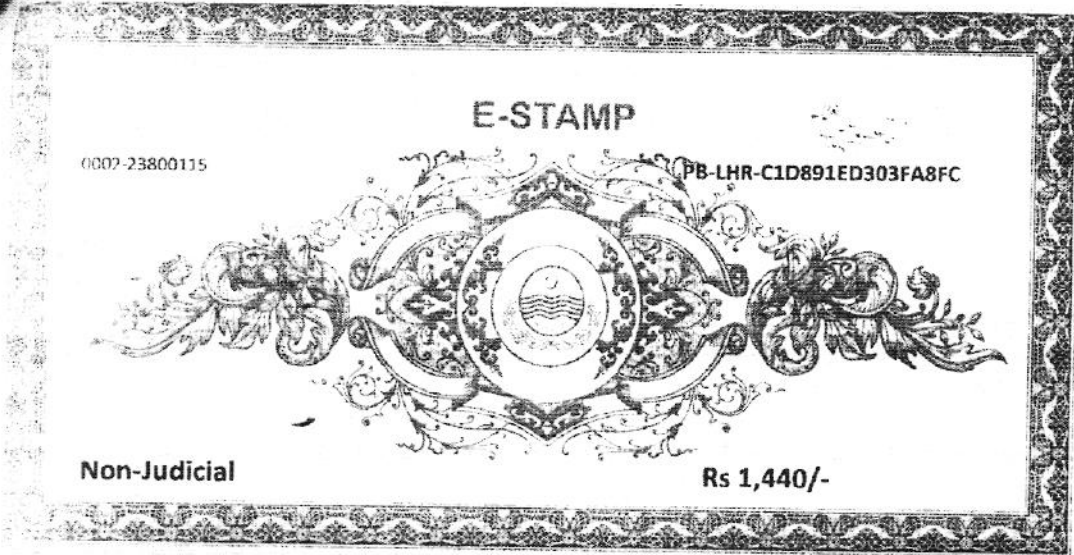
	Postal Code: 54000 Telephone: +92-42-99202597 Fax number: +92-42-99202173 E-mail: cempm@ntdc.com.pk
23.2	The Bids will remain unopened and will be held in custody of the Employer until the time of opening of the Bids. If the Bid is submitted unsealed, the Employer shall reject the entire Bid and record at the time of opening of the Bids.
23.3	The Employer will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.
23.4	The Employer shall conduct the opening of Bids of all Bidders in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
23.6	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 (per lot if applicable), any discounts, cross discounts, any alternative offers and presence of Bid Security. A copy of the record shall be distributed to all Bidders present at the time of Bid opening.
IB 24.2	Add the following new Sub Clause after IB 24.1: 24.2 Bidders and their respective agents, suppliers, sub-contractors, representatives and anyone else on behalf of the bidder will not communicate or attempt to communicate directly or indirectly with the Employer, including any employees, directors, officers, agents or representatives of any of them during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Employer. Bidders will also not engage in any form of political or other lobbying whatsoever with respect to their Bids, or otherwise attempt to influence the outcome of the Competitive Bidding Process. In the event of any such communications or lobbying, Employer may at any time reject any Bid by that Bidder without further consideration.
IB 25.1	Add the following at the end of Sub-Clause 25.1: The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.
IB 25.2	Add the following new Sub-Clause: If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

IB 26.1	<p>i. “The Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.”</p> <p>ii. The Employer may refuse to consider, remove from the evaluation process entirely and to reject out right any Bid that the Employer determines is materially incomplete, obscure or irregular, that contains exceptions or variations not acceptable to the Employer or that omits any material information required to be submitted by the bidding Documents.</p>
IB 26.2	<p>Sub-Clause 26.2 is substituted by the following:</p> <p>“A substantially responsive Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) meets the qualification criteria delineated at Sub-Clause IB.3 hereof; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. (v) has been properly signed; (vi) is accompanied by the required Bid Security; and (vii) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.</p> <p>A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.</p> <p>Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.”</p>
IB 26.4	<p>Following Sub-Clauses are added at the end of Sub-Clause 26.3:</p> <p>The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omits any material information required to be submitted by the Bidding Documents.</p>
IB 27.3	<p>Following Sub Clause is added after Sub Clause 27.2:</p> <p>If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.</p>

<p>IB 28.1</p>	<p>The Employer will evaluate the bids, including all clarifications, additional information, modifications and negotiated changes, by applying the Eligibility and Qualification Criteria. Without limiting the particular criteria, the Employer may take into account the following in the Evaluation of bids:</p> <ul style="list-style-type: none"> i. The quality of a bidder's performance on previous contracts with Employer or others; ii. Anticipated or on-going claims with or in connection with a bidder; iii. Any security or safety concerns which Employer may have in respect of a bidder or its facilities, subcontractors or suppliers; iv. The results of any interview with a bidder or supplied references; or v. Any knowledge of or experience with a bidder or its principals, directions, officers and employees. vi. Non-performance by a Bidder on previous contracts with Employer or others; <p>The Employer may independently verify any information (including conducting credit, reference and other checks with respect to a bidder) and consider such findings in its evaluation.</p> <p>Employer is not required to inform bidders of how bids were ranked in the evaluation process.</p>
<p>IB 28.4</p>	<p>Forms of Performance Security and Additional Performance Security (if applicable) Mobilization Advance Guarantee (Bank Guarantee Only)</p> <p>In case the price quoted by the contractor is unbalance in comparison to engineer's estimate, the contractor shall be liable to submit additional performance security in the form of bank guarantee to a maximum of 10% of the contract value as recommended by the bid evaluation committee.</p>
<p>IB 29.2</p>	<p>Following text is added at the end of Sub Clause 29.2</p> <p>The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may interalia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future (iii) details of tools & plant (iv) availability of requisite key personnel (v) financial resources (vi) details of quality system in place (vii) past experience and performance (viii) customer feedback (ix) Bank's feedback etc.</p>

Annex C

18-7937



Description : AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
 First Party : Atta Muhamamd [56503-1843193-7]
 Second Party : NTDC [30000-0000000-0]
 Agent : Muhammad Yousaf Haroon [12101-4198051-5]
 Stamp Duty Paid by : Atta Muhamamd [56503-1843193-7]
 Issue Date : 09-Oct-2023, 11:56:23 AM
 Paid Through Challan : 2023B7860CDF7AE
 Amount in Words : One Thousand Four Hundred and Forty Rupees Only

Please Write Below This Line

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "AGREEMENT") made on the 16th day of October, 2023, between Chief Engineer (MP&M) of National Transmission & Despatch Co. Lahore, Pakistan (hereinafter "the Employer"), of the one part, and M/s. Atta Muhammad Babar D.I Khan (hereinafter called "the Contractor"), of the other part:

WHEREAS the Employer is desirous that certain Works viz., Construction of Access Road from NHA to Main Entry Gate and Construction of 7.5m Wide Road from Main Entry Gate to Yard Gate and Internal Connecting 4.5m Wide Road at 220kV Grid Station Loralai against Tender No. XEN/CIVIL/EHV-II/NTDC/HYD/3/2022-23 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 in the sum of PKR 117,154,816 (PKR One Hundred and Seventeen Million, One Hundred and Fifty Four Thousand, Eight Hundred and Sixteen Only.) (Exclusive of PST) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Contract Agreement
 - b. The Notification of Award/Letter of Acceptance No. CE/MP&M/M(P)/AM-VI/Loralai/552B-39, dated: 22-09-2023.
 - c. Minutes of Pre-award Meeting No. CE/MP&M/M(P)/AM-VI/Loralai/4909-15 dated: 12-09-2023.





E-STAMP
CONTINUATION SHEET

- d. The Completed form of bid
- e. The Special Stipulations (Appendix-A to Bid)
- f. The Particular conditions of Contract.
- g. The General Conditions of Contract (FIDIC Conditions of Contract for Works of Civil Engineering Construction, Fourth Edition 1987 with amendments in 1988 and 1992).
- h. The Priced Bill of Quantities
- i. The Complete Appendices to Bid
- j. The Drawings
- k. The WAPDA Standard Specifications (3 Volumes)
- l. Any Other Item

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 provision 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 the parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Signature of the Contractor

A. H. Khan

(Seal)



Signature of the Employer

[Handwritten signature]

(Seal)



Signed, Sealed and Delivered in the presence of

Witness: *[Handwritten signature]*
(Name, Title and Address)

M. Tariq Hashmi S/o

M. Tariq

M. Tariq Hashmi S/o

M. Tariq Hashmi

Witness:
(Name, Title and Address)

[Handwritten signature]
IBTISSAM MUMER
Dy Manager (M&E)

EVALUATION REPORT
(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency National Transmission and Despatch Co. Ltd (NTDCL)
2. Method of Procurement National Competitive Bidding (NCB) & Single Stage Single Envelope (SSSE)
3. Title of Procurement Construction of Access Road from NHA to Main Entry Gate and Construction of 7.5m Wide Road from Main Entry Gate to Yard Gate and Internal Connecting 4.5m Wide Road at 220kV Grid Station Loralai.
4. Tender Inquiry No. XEN/CIVIL/EHV-II/NTDC/HYD/3/2022-23
5. PPRA Ref No. TS509523E
6. Date & Time of Bid Closing 26/05/2023 at 11:00 A.M.
7. Date & Time of Bid Opening 26/05/2023 at 11:30 A.M.
8. No of Bids Received 06
9. Criteria for Bid Evaluation Evaluation and Comparison of Bid as per Section-I "Instructions to Bidders" & Section-II "Bid Data Sheet" of Bidding Documents
10. Details of Bid(s) Evaluation

Name of the Bidders	Marks		Quoted/Read Out Bid Prices Inclusive of PST (PKR)	Corrected/Discounted/ Evaluated Bid Prices Inclusive of PST (PKR)	Remarks
	Technical (If Applicable)	Financial (If Applicable)			
M/s. Atta Muhammad Babar, D.I Khan	NIL	NIL	139,447,557	134,728,038	Lowest Responsive
M/s. Abdullah Construction Co. Hyderabad	NIL	NIL	201,564,699	201,564,699	Responsive but higher in price
M/s. Zain-ul-Abideen & Sons – Chiltan Engineering (JV)	NIL	NIL	228,488,778	212,655,936	Responsive but higher in price
M/s. Haji Paidna Khan & Sons, Quetta	NIL	NIL	Non-Responsive Reasons of Non-Responsiveness are as under: Documents such as PEC license, active tax payer certificates, last 03 years' financial statements, work experience and duly signed form of price bid was not submitted by the bidder with the bid as per requirement of clause IB 3.1 (a) &		

			IB 3.1(b) of Section-II (Bid Data Sheet). Hence the bid is rejected as per Clause IB 30.1 & Clause IB 26.4 and of section-II (Bid Data Sheet).
M/s. Haji Gul Muhammad Khan Shirani, Karachi	NIL	NIL	<p style="text-align: center;">Non-Responsive</p> <p>Reasons of Non-Responsiveness are as under:</p> <p>The form of price bid and technical bid was not filled & signed by the bidder as required in Clause IB 11.1 of Section II (Bid Data Sheet). Hence, the bid is rejected as per Clause IB 26.4 Section-II (Bid Data Sheet) of the bidding document.</p>
M/s. Tameer Associates – HASAS (JV)	NIL	NIL	<p style="text-align: center;">Non-Responsive</p> <p>Reasons of Non-Responsiveness are as under:</p> <p>As per Clause IB 3.1 (b)(2)(iii), Section II (Bid Data Sheet) of the bidding document, financial resources required by one of the JV member (M/s HASAS) are less than the required. Hence the bidder is non-responsive as per clause IB 26.4 & IB 3.1 (b)(2)(iii) of Section II (Bid Data Sheet) of bidding document.</p>

11. Most Advantageous Bidder

M/s. Atta Muhammad Babar, D.I Khan
at Award Price of PKR 134,728,038/-
(Inclusive of PST)

12. Any other additional/supporting information, the procuring agency may like to share

Nil

Signature_____

Official Stamp CHIEF ENGINEER (MP&M) NTDC

Note: The above Evaluation Results are based on detailed Bid Evaluation Report (BER) and correct to best of our knowledge, however, in case of any discrepancy, the content of original BER shall prevail.

(Section-IV)
Part II Particular Conditions of Contract

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PART II - PARTICULAR CONDITIONS OF CONTRACT
(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

- (a) (i) The Employer is
National Transmission and Dispatch Company (NTDC)
Chief Engineer (MP&M) NTDC
8th Floor Shaheen Complex, Edgerton Road Lahore.
Postal Code: 54000
Telephone: +92-42-99202597
Fax number: +92-42-99202173
E-mail: cempm@ntdc.com.pk

- (a) (iv) The Engineer is: The Employer's Consultant/ Representative appointed by the NTDC Or Any person appointed by the Employer to act as Engineer., 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".

* (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.)

2.2 Engineer's Representative

The following paragraph is added:

The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

2.3 Engineer's Authority to delegate

The following paragraph is added:

The Manager Civil (Design) & Manager Civil (Construction) shall act as representative of Engineer for providing in house Engineering Services including not limiting to the following:

- a. Preparing of civil works drawings/design
- b. Interpretation of the bidding documents
- c. Site visits for attending any technical problem if necessary
- d. Resolution of disputes
- e. Review and Approval of technical matters which will be over and above the Site works or otherwise respective XEN Civil will be authorised to grant approvals

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
- (5) The Particular Conditions of Contract – Part II;
- (6) The General Conditions – Part I;
- (7) The priced Bill of Quantities (Appendix-B to Bid);
- (8) The completed Appendices to Bid
- (9) The Drawings;
- (10) The Specifications; and
- (11) _____ (any other).

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. 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.

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 with 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 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 a bank guarantee issued from any Scheduled Bank in Pakistan

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 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

The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrological and sub-surface conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:

- (a) the form and nature thereof, including the sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and
- (d) 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 Tender.

The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

14.1 Programme to be Submitted

The programme shall be submitted within 14 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.
- ii) a CPM identifying the critical path/activities.

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 Detailed Programme and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:

Details of Technical & Non-Technical Staff
Execution of Works;
Labour Employment;
Local Material Procurement;
Material Imports, if any; and
Other details as required by the Engineer.

- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each 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 progress; and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) 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.

The following Sub-Clauses 15.2 and 15.3 are 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.

15.3 Contractor's Representative

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 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 staff are 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:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) insure against.

21.1 Insurance of Works and Contractor's Equipment

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 20, insure:

- (a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include profit),
- (b) an additional sum of 15 per cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and

- (c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

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 paras (a) (i) to (iv).

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, the Contractor 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 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.

34.3 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.

34.4 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 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.

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".

51.2 Instructions for Variations

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

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.

55.1 Quantities

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

56.1 Works to be Measured

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 60. The Engineer shall, when he requires any part of the Works 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 Engineer in making such measurement, and
- (b) supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer 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 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words " Sub-Clause 60.11 (a)(6) hereof".
(in case Clause 60.11 is applicable)

60.10 Time for Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project.

60.12 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by providing a Mobilization Advance in the following way:

- (a) An interest-free Mobilization Advance of 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee (**Bank Guarantee Only**) for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan.
 - (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
 - (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.
- (b) The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used

in this way by supplying copies of invoices or other documents to the Employer/ Engineer.

- (c) The Mobilization Advance shall be adjusted through percentage deductions made at the rate of 10% of the amount of all Interim Payment Certificates until such time as the advance payment has been adjusted; provided that the advance payment shall be completely repaid to the time when 80% of the Contract Price has been certified for payment.
- (d) In case the part of advance payment remain unadjusted before completion of works/issuance of Taking Over Certificate under Clause 60.3 , the Contractor shall be bound to pay back the amount to the Employer within 28 days of receipt of notice from Employer. In case of non-receipt of payment, Employer has the right to recover from the balance payments due under the Contract including Retention Monies due under Clause 60.3.
- (e) The Bank Guarantee will remain effective until the advance payment has been full set off. However, such Guarantee shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates of the Engineer issued in accordance with provisions of this Contract (The amount will be assumed repaid only when the employer has paid the monies against Interim Payment Certificate and not merely on issuance of interim payment certificate). The advance payment shall not be subject to retention.

63.1 Default of Contractor

Add para (f) and (g) at the end as follows:

- (f) If the work is observed to be behind the clause 14.1 programmed, to which consent has been given by the Engineer, in fourth consecutive intervals.
- (g) If the contractor fails to mobilize at the site in accordance with the Programme of Works.

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 paragraphs (a) (i) to (a) (v).

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 Notice 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 Notice to Employer and Engineer

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

a) The Employer :

NATIONAL TRANSMISSION AND DESPATCH COMPANY
Chief Engineer (MP&M) NTDC 8th Floor Shaheen Complex, Egerton
Road Lahore

b) The Engineer:

Employer's Consultant/ Representative appointed by NTDC or any other person appointed by the Employer.

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is 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 labour, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

(a) Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

In determining the amount of any increase or decrease to the Contract Price pursuant

to this section, no account shall be taken of any fluctuation as a result of Government Orders or otherwise in the cost of benefits i.e. bonus, gratuity, education, group insurance, paid holidays, casual leaves, etc. Any increase or decrease in the price of materials which have not been used on the project during that invoice period shall not be considered in the adjustment of the Contract Price, and the ratio (i.e. L_n/L_o , C_n/C_o , S_n/S_o or M_n/M_o) will be taken as one (1). No price adjustment shall be payable on the portion of the Contract Price paid to the Contractor as an Advance Payment.

(b) Adjustment Formula

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:

$$P_n = \left(a + b \frac{L_n}{L_o} + c \frac{C_n}{C_o} + d \frac{S_n}{S_o} + e \frac{M_n}{M_o} \right)$$

Where:

P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Clause 60.1.

a is a constant, specified in Appendix-M to Bid, representing the nonadjustable portion in contractual payments;

b, c, d & e are weightages or coefficients representing the estimated proportion of each cost element (labour, cement, reinforcing steel, and high speed diesel) in the Works. The sum of a, b, c, d & e shall be one;

$L_n, C_n, S_n,$ & M_n are the current cost indices or reference prices of the cost elements for month "n", determined for the month falling 28 days prior to the last day of the billing period.

$L_o, C_o, S_o,$ & M_o , are the base cost indices or reference prices corresponding to the above cost elements for the month falling 28 days prior to latest day for submission of bids.

(c) Sources of indices and Weightages

The sources of indices shall be those listed in Appendix-M to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of indices if different than those given in Appendix-M to Bid, which shall be subject to approval by the Engineer.

(d) Base, Current, and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular

monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

(e) Adjustment after Completion

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

(f) Weightages

The weightages for each of the factors of cost given in Appendix-M to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 51, Such adjustment(s) shall have to be agreed in the variation order.

73.1 Payment of Taxes

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

Contractor will submit the invoice inclusive of Provincial Sales Tax. Provincial Sales Tax shall be charged by the contractor and payments will be subject to income tax and sales tax withholding as per Rules mentioned in Federal or Respective Provincial Laws only to those entities appearing in Active Taxpayer list (ATL) for both income and Sales Tax.. Copy of sales tax return will be provided by the contractor. In case of non-registration with the relevant provincial authority, the tax will be deducted from the amount due or to be due to the contractor.

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 Subcontractors, agents or servants.

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

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor :

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

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 Liability

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.

79.0 Office Building for Consultant & Client Representative

The Contractor will Construct/Provide, Furnished & maintain an office building as Per provided outline drawings (Sketch attached) for Consultant and Client for project duration(Extended), at appropriate location earmarked by the client/consultant with in/outside the project premises without any additional cost impact.