

**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: SUBJECT:

DETAILED SURVEY & SUB-SOIL INVESTIGATION FOR 500kV & 220kV TRANSMISSION LINES UNDER NTDC'S OWN RESOURCES.

- TENDER NUMBER **TLS-15-2021.**

BRIEF DESCRIPTION OF CONTRACT: DETAILED SURVEY & SUB-SOIL INVESTIGATION FOR 500kV & 220kV TRANSMISSION LINES UNDER NTDC'S OWN RESOURCES.

- i. 500kV Double Circuit T/Line on quad bundled Drake conductor for looping In/Out of the existing Tarbela – Rewat 500kV S/C at Islamabad West Substation (Approx. 12km).
- i) 500kV Double Circuit T/Line on quad bundled Drake conductor for looping In/Out of the existing Ghazi Barotha – Rewat 500kV S/C at Islamabad West Substation (Approx. 15km).

LOT-II:

- i) 220kV Double Circuit T/Line on twin bundled Rail conductor for looping In/Out of the ISPR–Mansehra 220kV S/C at Islamabad West Substation (Approx. 15km).
- ii) 220kV Double Circuit T/Line on twin bundled Rail conductor for looping In/Out of the ISPR – Mansehra/Islamabad University 220kV S/C at Islamabad West Substation (Approx. 15km).
- iii) 220kV Double Circuit T/Line on twin bundled Rail conductor for looping In/Out of the Tarbela/Kamra – ISPR 220kV S/C at Islamabad West Substation (Approx. 12km).

- TENDER VALUE **LOT-I: PKR: 5,159,154 LOT-II: PKR: 7,661,349.**
- ENGINEER'S ESTIMATE **N/A**(For Civil Works only)
- ESTIMATED COMPLETION PERIOD **120 Days from the date of issuance of commencement letter.**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes/No
- ADVERTISEMENT:

for 2021

1 Ntdc 3022 - 0

i. PPRA Website Yes, dated: 13.01.2022 PPRA Ref. No. TS469730E Yes/No
(Federal Agencies) (If yes give date and PPRA's tender number)

ii. Newspaper Yes, National Newspapers (Daily NAWAEWAQIT and Express Tribune)
published on 13.01.2022 Yes/No (If yes give names of newspapers and dates)

➤ TENDER OPENED ON (DATE AND TIME) 03.02.2022 at 11:30 AM
18.03.2022 at 11:30 AM (Financial)

➤ NATURE OF PURCHASE Local Local/International

➤ EXTENSION IN DUE DATE (If any) No. Yes/No

➤ NUMBER OF TENDER DOCUMENTS SOLD 04 Nos. for complete tender (Attach list of buyers)
(List of Buyers is attached as Annex-A)

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

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

➤ 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 GM (P&CM), NTDC

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

➤ NUMBER OF BIDS RECEIVED Four (04) Nos.

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

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes

**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 **Four (04) Nos.**
- 1. NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **M/s. Decon-EnMass Consortium Lahore.**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT **1st**
- NEED ANALYSIS (Why procurement was necessary?) **Procurement was made to ensure the smooth dispersal of Power.**
- 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
- DATE OF CONTRACT SIGNING **26.05.2022** (Attach a copy of agreement) (**Attach as Annex-D**)
- CONTRACT AWARD PRICE **LOT-I: PKR: 5,159,154 LOT-II: PKR: 7,661,349**
- 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-E**)
- ANY COMPLAINTS RECEIVED **No** (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) **Technical Specifications are attached as Annex-F.**

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

Other Definitions

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

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE EMPLOYER**

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

2.3 **Engineer's/Employer's Instructions**

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

2.4 **Approvals**

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

3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

3.1 **Authorised Person**

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

3.2 **Engineer's/Employer's Representative**

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

4. **THE CONTRACTOR**

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

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

4.3 **Subcontracting**

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

4.4 **Performance Security**

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

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

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design**

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remediating Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Early Warning**

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

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

10.4. **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

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

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

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

stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

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

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

11.3 **Interim Payments**

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

11.4 **Retention**

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

11.5 **Final Payment**

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

Within sixty (60) days from the date of receipt of the verified final account from

the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

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

12. **DEFAULT**

12.1 **Default by Contractor**

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

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

12.2 **Default by Employer**

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

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

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

13.2 Force Majeure

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

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

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

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

c) less any sums to which the Employer is entitled.

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and

binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 **Arbitration**

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

16 **INTEGRITY PACT**

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

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

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

CONTRACT DATA

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

Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings, if any

T/Lines Routes & Foundation drawings etc.

1.1.4 **The Employer** means

National Transmission & Despatch Company, Limited
Represented by
Chief Engineer (MP&M) NTDC

1.1.5 **The Contractor** means

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

1.1.9 **Time for Completion:**

Lot-I: One Hundred and Twenty (120) days

Lot-II: One Hundred and Twenty (120) days

1.1.20 **Engineer:** Chief Engineer (EHV-I) NTDC, Islamabad

{All deliverables related to Deatiled Survey shall be got approved from Chief Engineer (T/L Design) NTDC}

{All deliverables related to Sub-soil Investigation shall be got approved from Chief Engineer (Civil) NTDC}

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

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

Lot-II:

Sr. No.	Description of Activity	Proposed Schedule in Days			
		30	60	90	120
1.	Mobilization/Commencement				
2.	Route Alignment				
3.	Detailed Survey				
4.	Preparation of Profile/Plan tabling/ Structure list etc.				
5.	Preparation of Survey Report a. Interim b. Draft c. Final				
*	Bidder may include other activities as deemed necessary to complete the work as per specifications.				

For Subsoil Investigation Work:**Lot-I:**

Sr. No.	Description of Activity	Proposed Schedule in Days			
		30	60	90	120
1.	Mobilization/Commencement				
2.	Field Investigation				
3.	Laboratory Tests				
4.	Preparation of Reports a. Interim b. Draft c. Final				
5.	Submission of Foundation Design				
*	Bidder may include other activities as deemed necessary to complete the work as per specifications.				

Lot-II:

Sr. No.	Description of Activity	Proposed Schedule in Days			
		30	60	90	120
1.	Mobilization/Commencement				
2.	Field Investigation				
3.	Laboratory Tests				
4.	Preparation of Reports a. Interim b. Draft c. Final				
5.	Submission of Foundation Design				
*	Bidder may include other activities as deemed necessary to complete the work as per specifications.				

The Contractor shall allow ten (10) days for the Engineer's/Employer's approval of documents/drawings in his schedule of work. Extra time required for approval due to deficiencies or errors in submitted documents/drawings shall be the responsibility of the contractor and no extension in time will be allowed on this account.

- (g) The Drawings, if any
 (h) The Specifications

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

3.1 **Authorised person:** Chief Engineer (EHV-I) NTDC, Islamabad

{All deliverables related to Detailed Survey shall be got approved from Chief Engineer (T/L Design) NTDC}

{All deliverables related to Sub-soil Investigation shall be got approved from Chief Engineer (Civil) NTDC}

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

Chief Engineer (EHV-I) NTDC, Islamabad

{All deliverables related to Detailed Survey shall be got approved from Chief Engineer (T/L Design) NTDC}

{All deliverables related to Sub-soil Investigation shall be got approved from Chief Engineer (Civil) NTDC}

4.4 **Performance Security:**

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

Validity: 24 Months after issuance of certificate of completion.

Form: As provided under Standard Forms of these Documents.

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

N/A.

7.2 **Programme:**

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

Form of programme: Bar Chart

Following timeline for various deliverables/activities will be followed:

For Survey Work:

Lot-I:

Sr. No.	Description of Activity	Proposed Schedule in Days			
		30	60	90	120
1.	Mobilization/Commencement				
2.	Route Alignment				
3.	Detailed Survey				
4.	Preparation of Profile/Plan tabling/ Structure list etc.				
5.	Preparation of Survey Report a. Interim b. Draft c. Final				
*	Bidder may include other activities as deemed necessary to complete the work as per specifications.				

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

9.1 **Period for remedying defects**

Twenty Four (24) Months from the date of issue of certificate of completion.

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

11.1 (a) **Terms of Payments**

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

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

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Approval of final Route alignment and submission of relevant documents	90%
2.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

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

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Detail survey, approval of Plan & Profile drawings and digitized contouring complete as per specification	50%
2.	Submission of manual sag templates & Stringing Chart report	10%
3.	Completion and approval of survey reports, details of polluted sections, metrological survey details of climate conditions & other relevant documents/drawings as per specification	30%
4.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

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

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

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

Sr. No.	Description of activity	Percent of contract price of respective BOQ Item
1.	Approval/Acceptance of Sub-soil Investigation Reports	40%
2.	Foundation design calculations & drawings as per specification.	40%
3.	Preparation and submission of construction tender BOQ as per specification	10%
4.	Issuance of certificate of completion as per clause 8.2 of conditions of contract.	10%

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

11.1 (b) **Valuation of the Works:**

Lump sum price with bill of quantities.

11.2 (b) **Percentage of value of Materials and Plant:** N/A

11.3 **Percentage of retention:** five percent (5%)

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:**

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

For Loss or Damage to Property in connection with contract

Amount of cover

Full value of loss/damage to property

Type of cover

For personal injury or death of workers or other people

Amount of cover

In accordance with such applicable laws in Pakistan.

In each case name of insured is Contractor and Employer.

14.2 **Amount to be recovered**

Premium plus ten (10) percent.

15.3 **Arbitration**

Place of Arbitration: Lahore.

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 Two Envelope Procedure (SSTE).**
3. Title of Procurement **Survey and Sub-Soil Investigation of 500kV & 220kV D/C Transmission Lines Under NTDC's Own Resources.**
4. Tender Inquiry No. **TLS-15-2021**
5. PPRA Ref No. **TS469730E**
6. Date & Time of Bid Closing **03.02.2022 at 11:00 A.M.**
7. Date & Time of Bid Opening **Technical: 03.02.2022 at 11:30 A.M.**
Financial: 18.03.2022 at 11:00A.M.
8. No of Bids Received **Two (02)**
9. Criteria for Bid Evaluation **Evaluation and Comparison of Bid as per Section-I**
"Instructions to Bidders" of Bidding Documents
10. Details of Bid(s) Evaluation

Lot-I:

- i) **500kV Double Circuit T/Line on Quad Bundled Drake Conductor for Looping In/Out of Existing Tarbella-Rewat 500kV S/C at Islamabad West Substation (Approx. 12KM)**
- ii) **500kV Double Circuit T/Line on Quad Bundled Drake Conductor for Looping In/Out of Existing Ghazi Barotha-Rewat 500kV S/C at Islamabad West Substation (Approx. 15KM)**

Name of the Bidders	Marks		Quoted Bid Prices (PKR) Excluding PST	Corrected / Discounted Bid Price (PKR) (Excluding PST)	Remarks
	Technical (If Applicable)	Financial (If Applicable)			
M/s. Decon-EnMasse- Consortium Lahore	NIL	NIL	5,159,154	5,159,154	Responsive
M/s. NESPAK Pvt., Ltd., Lahore.	NIL	NIL	5,334,500	5,334,500	Responsive but Higher In Price
Lowest Evaluated Responsive Bidder			M/s Decon-EnMasse- Consortium Lahore Award Price PKR: 5,159,154 (Exclusive of PST)		

ii:

- i) 220kV Double Circuit T/Line on Twin Bundled Rail Conductor for looping In/Out of the ISPR-Manshra 220KV S/C at Islamabad West Substation (Approx. 15KM)
- ii) 220kV Double Circuit T/Line on Twin Bundled Rail Conductor for looping In/Out of the ISPR-Manshra/Islamabad University 220kV S/C at Islamabad University 220kV S/C at Islamabad West Substation (Approx. 15KM)
- iii) 220kV Double Circuit T/Line on Twin Bundled Rail Conductor for looping In/Out of the Tarbella/ Kamra-ISPR 220kV S/C at Islamabad West Substation (Approx. 12KM)

Name of the Bidders	Marks		Quoted Bid Prices (PKR) Excluding PST	Corrected / Discounted Bid Price (PKR) (Excluding PST)	Remarks
	Technical (If Applicable)	Financial (If Applicable)			
M/s. Decon-EnMasse-Consortium Lahore	NIL	NIL	7,661,349	7,661,349	Responsive
M/s. NESPAK Pvt., Ltd., Lahore.	NIL	NIL	8,299,600	8,299,600	Responsive but Higher In Price
Lowest Evaluated Responsive Bidder			M/s Decon-EnMasse- Consortium Lahore Award Price PKR: 7,661,349 (Exclusive of PST)		

1. Lowest Evaluated Responsive Bidder

Lot-I M/s. Decon-EnMasse-Consortium Lahor
Lot-II: M/s. Decon-EnMasse-Consortium Lahor

2. Any other additional / supporting Information, the procuring agency may like to share.

NIL

Signature: _____

Official Stamp: CHIEF ENGINEER (MP&M), NTDC.

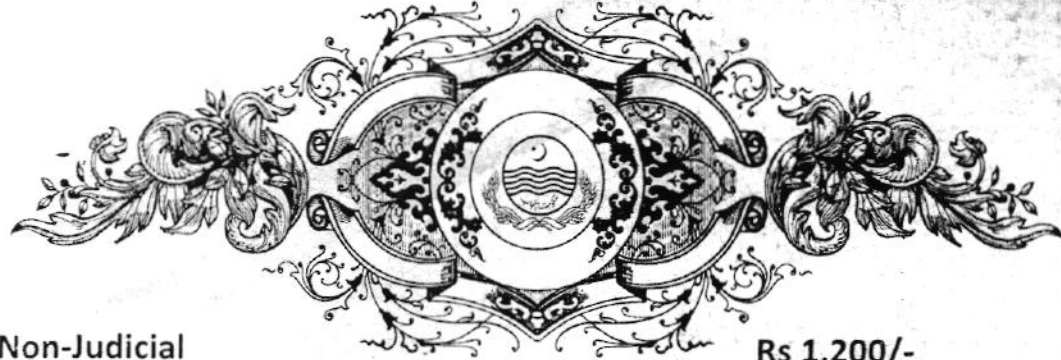
Note: The above evaluation results are based on detailed Bid Evaluation Report (BER) and correct to best of our knowledge, however, in case of any discrepancy, the content of original BER shall prevail.



0781-17134542

E-STAMP

PB-LHR-D53FFB372CDA4AFF



Non-Judicial

Rs 1,200/-

Description	: CONTRACT - ZZA(a)(f)
First Party	: DECON ENMASSE CONSORTIUM [10000-0000000-0]
Second Party	: CHIEF ENGINEER MP AND M NTDC [10000-0000000-0]
Agent	: Umair [35201-4353590-3]
Stamp Duty Paid by	: CHIEF ENGINEER MP AND M NTDC [10000-0000000-0]
Issue Date	: 16-May-2022, 10:06:36 AM
Paid Through Challan	: 2022D4145B0E27EE
Amount in Words	: One Thousand Two Hundred Rupees Only

Please Write Below This Line

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 26 MAY 2022 day of 26 MAY 2022 2022 between Chief Engineer (MP&M) of National Transmission & Despatch Co., Lahore. (hereinafter called the "Employer") of the one part and M/s. Decon-EnMasse Consortium Lahore (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz Detailed Survey and Subsoil Investigation of 220kV Transmission Line (as defined below) 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.

LOT-I:

- i. 500kV Double Circuit T/Line on Quad Bundled Drake Conductor for Looping In/Out of Existing Tarbella-Rewat 500kV S/C at Islamabad West Substation (Approx. 12KM)
- ii. 500kV Double Circuit T/Line on Quad Bundled Drake Conductor for Looping In/Out of Existing Ghazi Barotha- Rewat 500kV S/C at Islamabad West Substation (Approx. 15KM)

Contract Price: PKR: 5,159,154/- (Excluding PST)

LOT-II:

- i. 220kV Double Circuit Transmission Line on Twin Bundled Rail Conductor for looping in/out of the ISPR-Mansahera 220kV S/C Islamabad West Substation (Approx. 15KM).
- ii. 220kV Double Circuit T/Line on Twin Bundled Rail Conductor for looping In/Out of ISPR-Mansahra Islamabad University 220kV S/C AT Islamabad West Substation (Approx. 15KM)

- iii. 220kV Double Circuit T/Line on twin Bundled Rail Conductor for looping In/Out of the Tarbella/Kamra-ISPR 220kV S/C at Islamabad M/s Substation (Approx. 12km)

Contract Price: PKR: 7,661,349/- (Excluding PST)



[Handwritten signature]



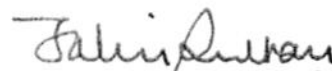
E-STAMP
CONTINUATION SHEET

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 Letter of Acceptance issued vide No. CE/MP&M/MP/DM-I/TLS-15-2022/27063-73 Dated: 22.04.2022
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor


 (Seal) **DECON - EnMASSE**
CONSORTIUM

Signature of the Employer

(Seal)



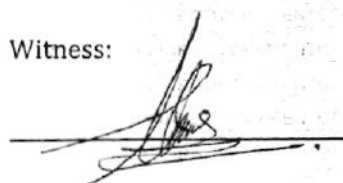
Signed, Sealed and Delivered in the presence of:

Witness:


AMIR KHURSHID MIRZA

(Name, Title and Address)

Witness:


(Name, Title and Address)

M. Zahid Iqbal
Manager (Procurement) MP&M
Ofc C.E (MP&M) NTDC, Lahore

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.ntdc.com.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 14 days prior to the date fixed for submission of Bids. The Purchaser's response will be made not later than 7 days prior to the date fixed for submission of Bids. 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	<p>Documents Comprising the Bid</p> <p>The Bid submitted by the Bidder shall be prepared in two (02) separate envelopes, one containing the "Technical Bid" and the other containing "Price Bid" comprising the following documents in the respective envelope:</p> <p>I. Technical Bid</p> <p>a) Duly filled-in Form of Technical Bid with following Appendices to Bid:</p> <ul style="list-style-type: none"> (i) Appendix-B to Bid: Specific Works Data (ii) Appendix-C to Bid: Works to be Performed by Subcontractors (iii) Appendix-D to Bid: Proposed Programme of Works (iv) Appendix-E to Bid: Method of Performing Works (v) Appendix-F to Bid: Integrity Pact (vi) Appendix-G to Bid: Bidder's Qualification Forms <p>b) Undertaking by the Bidder in respect of submission of required Bid Security as per Appendix-H to Bid;</p> <p>c) Written Power of Attorney, duly notarized, authorizing the signatory of the bid to act for and on behalf of the Bidder;</p> <p>d) Copies of Original Documents defining the constitution or legal status, place of registration and principal place of business of the bidder and JV partners;</p> <p>e) An affidavit that the Bidder has not been blacklisted pursuant to Sub-Clause 3.1(a)(iii);</p> <p>f) An Affidavit that the Bidder has read and accepts NTDC's SOP for</p>

	<p>blacklisting of Contractors pursuant to Sub-Clause 3.1(a)(iii);</p> <p>g) Proof of purchase of Bidding Documents from the Employer;</p> <p>h) PEC license pursuant to Sub-Clause 3.1(i);</p> <p>i) Survey of Pakistan Registration Certificate; and</p> <p>j) Any other document required to be submitted in accordance with these Bidding Documents</p> <p>II. Price Bid</p> <p>a) Duly filled-in Form of Price Bid with following schedule to Bid:</p> <p>i) Appendix-A to Bid: Schedule of Prices</p> <p>b) Bid Security; and</p> <p>Any other document required to be submitted in accordance with these Bidding Documents.</p>
IB 12.3	<p>Add the following new Sub-Clause IB 12.3:</p> <p>The prices quoted by the bidder shall be firm and shall not be adjustable.</p>
IB 13	<p>Clause IB.13 is substituted with the following:</p> <p>“The unit rates and prices shall be quoted by the Bidder entirely in Pak Rupees. All payments under the contract shall be made in Pak Rupees only. Bidders expecting to incur expenditures in currency(ies) other than Pak Rupees shall manage foreign currency(ies) at their own arrangement. The exchange risk in this regard, if any, shall be deemed to be included in unit rates and prices quoted by the Bidder.”</p>
IB 14.1	<p>The period for Bid validity shall be minimum one hundred & fifty (150) days after the date of Bid opening.</p>
IB 15.1	<p>The amount of Bid Security shall not be less than (2%) of total bid price.</p>
IB 15.2	<p>Sub-Clause IB.15.2 is substituted with the following:</p> <p>“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.”</p>

IB 15.6	The following is added at the end of Sub-Clause IB.15.6: “(d) If the Bidder is found involved in corrupt and fraudulent practices.”
IB 17.1	Pre-bid meeting will be held as per the following schedule: Date: _____, 2022 Time: 11:00 HRS Venue: Chief Engineer (MP&M) NTDC, 8 th Floor Shaheen Complex, Egerton Road Lahore, Pakistan Telephone No. 92-42-99202597
IB 18.4	Sub-Clause 18.4 is substituted with the following: “Each Bidder shall prepare by filling out the forms completely and without alterations one original set of the Technical Bid and one original set of the Price Bid as described in IB. 11 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Bidder shall submit two (02) copies each of the Technical Bid and the Price Bid, clearly marked as “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail. 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.”
IB.19.1	Sub-Clause 19.1 is substituted by the following: “The Technical Bid and Price Bid (comprising the relevant documents as stated under Sub-Clause IB.11) shall be prepared separately. The ORIGINAL and each COPY of Technical Bid shall be sealed in one envelope marked as such. Similarly, the ORIGINAL and each COPY of the Price Bid shall be sealed in another envelope and marked as such. Price Bid of each Lot shall be sealed in a separate envelope. The outer envelope comprising both ‘Technical Bid’ and ‘Price Bid’ shall be addressed/identified as given in Sub-Clause 19.2 hereof.”
IB 19.2 (a)	Employer's address for the purpose of Bid submission: Chief Engineer (MP&M) NTDC, 8 th Floor Shaheen Complex, Egerton Road Lahore, Pakistan Telephone No. 92-42-99202597
IB 19.2 (b)	Brief Description of Works The Scope of works includes Detailed Survey and Subsoil investigation of following T/Lines comprising of two (02) Lots. LOT-I: i) 500kV Double Circuit T/Line on quad bundled Drake conductor for looping In/Out of the existing Tarbela – Rewat 500kV S/C at Islamabad West Substation (Approx. 12km).

	<p>active taxpayers as per Federal Board of Revenue Data base i.e. Active Taxpayer List (ATL) for both Income Tax & Sales Tax and relevant provincial revenue authorities/boards as the case may be.</p> <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 black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed 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 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.</p>
<p>IB 3.1(b)</p>	<p>Qualification of the Bidders:</p> <p>To be qualified for the award of a contract, the bidder shall meet the qualification criteria delineated herein below:</p> <p>1. <u>Contractual Experience:</u></p> <p>a. Lot-I: The bidder as a single entity or as JV partner must have executed contract(s) including route alignment / check survey of 220kV or higher voltage overhead transmission lines (OHTL) of at least 50km during last ten (10) years.</p> <p>Lot-II: The bidder as a single entity or as JV partner must have executed contract(s) including route alignment / check survey of 132kV or higher voltage overhead transmission lines (OHTL) of at least 50km during last ten (10) years.</p> <p>b. The firm / survey expert proposed to undertake topographical survey of the T/Line route should be duly registered with Survey of Pakistan.</p> <p>c. The bidder or its JV partner should have experience in execution of at least one (01) project of similar complexity in subsoil investigation using modern techniques, tools and plants for taking soil samples, transportation and testing in the laboratory within the last ten (10) years.</p> <p>d. The Bidders may quote for one or multiple lots. However to qualify for multiple lots the bidder shall demonstrate its capability in terms of T&P, Man Power and Financial Resources to complete the works in time as specified in schedule- D to Bid. In case of multiple lots, bidders should have carried out survey of transmission lines atleast 50km for each lot as specified in sub-clause 1 (a) above and at least one (01) project of similar complexity in subsoil investigation for each lot.</p> <p>Supporting documents shall be submitted by the bidder to substantiate the claimed experience.</p>

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 as per Form QF-7 of Appendix-G to Bid given in the Bidding Documents).

The technical bids would be evaluated on the basis of key personnel qualification, experience and extent of availability for this assignment. A bid will be liable to be rejected if any three of the Key Personnel do not meet the criteria defined in QF-7(a). In case the bidder has two Key Personnel, who do not meet the criteria, they would have to be replaced with qualified candidates who meet the criteria and are acceptable to the Employer within the time provided by the Employer. In case, the bidder fails to provide qualified candidates, the bid will be rejected.

3. Equipment Capability:

The bidder/JV should own or have assured access to key items of equipment in full working order, and must demonstrate that, based on known commitments, these will be available for deployment on the proposed work. (Information to be submitted as per Forms QF-8 of Appendix-G to Bid given in the Bidding Documents).

4. Bidder's Financial Capability:

The bidder/JV shall have sound financial background i.e. its net worth shall be positive for the last three (03) years, duly supported by audited financial reports. (Information to be submitted in prescribed Form QF-5 of Appendix-G to Bid given in the Bidding Documents).

5. Bidder's Litigation History:

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

6. Bidding Notes/Instructions:

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

	<p>c. The above stated requirements are the minimum and the Employer reserves the right to request for any additional information. The Employer also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the Contract.</p> <p>d. The above stated Appendices should be completed as per prescribed format and submitted along with required attachments. The missing or incomplete information/documents may render the bid substantially non-responsive. In this regard, the Employer does not have an obligation to request any document/certificates.</p>
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	<p>The Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labor, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the Employer as basis for any claim for compensation. The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in regard to rates quoted shall not be entertained or considered by the Employer.</p>

3/2

Sr.#	Name of Purchaser TLS-15-2022
1. ✓ ①	M/s. Decon – EnMasse Consortium House No. 287-FF, Phase IV, DHA, Lahore Tel: 42-35713362, 35713363-64 Email: decon@decon.com.pk
2. ✓ ②	M/s. NESPAK Pvt. Ltd. Lahore 1-C. Block-N, Model Town, Extension, Lahore Tel: 042-99090000, Fax: 042-99231936 Email: nespakpm@gmail.com
3.	M/s. Birudo Engineers Lahore 90-A4 (2 nd Floor) Sharif Colony, Canal Park Gulberg-II, Lahore Cell: 0306-6666010, 0302-5000678 Email: director@briudo-eng.com
4.	M/s. RTCC Pvt. Ltd. Lahore House No. 29, Street No. 1, Upper Mall Lahore Tel: 042-35776570, Cell: 0321-5002265 Email: info@rtccpvtltd.com