

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 ADB-300C-R-2020: Procurement of Plant, Design, Manufacturing, Supply, Installation, Testing and Commissioning of 220KV Jauharabad Grid Station under ADB Loan No. 3677-PAK: Second Power Transmission Enhancement Investment Program - Tranche 3
- TENDER NUMBER TENDER NO. ADB-300CR-2020
- BRIEF DESCRIPTION OF CONTRACT Procurement of Plant, Design, Manufacturing, Supply, Installation, Testing and Commissioning of 220KV Jauharabad Grid Station TENDER VALUE CNY 160,462,642, EURO 3,011,735 and PKR 1,494,070,358 exclusive of provincial sales tax (PST) and provisional sums (PS) of PKR 387,000,000
- ENGINEER'S ESTIMATE USD 15.3 Million
- ESTIMATED COMPLETION PERIOD 540 days
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? N/A
- ADVERTISEMENT:
  - i. PPRA Website Yes, TS440370E Yes/No  
(Federal Agencies) (If yes give date and PPRA's tender number)
  - ii. Newspaper Yes, The News and Jang dated: 30-12-2020 Yes/No (If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE AND TIME) Technical Bids on 24-03-2021 at 11:00am and Financial Bids on 15-10-2021 at 11:00am
- NATURE OF PURCHASE International Local/International

~~NTDCL~~ Intdc 14/2021 4519 Jde

- EXTENSION IN DUE DATE (If any) Yes Yes/No
- NUMBER OF TENDER DOCUMENTS SOLD 10 (Attach list of buyers) **Annex-A**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS Yes (Yes/No) (If yes enclose a copy) **Annex-B**
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS Yes (Yes/No) (If yes enclose a copy) **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 **Board of Directors NTDC**
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING **Not Applicable.**
- NUMBER OF BIDS RECEIVED **Seven (07)**
- 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 Seven (07)
- NAME AND ADDRESS OF SUCCESSFUL BIDDER: M/s. China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd. (JV)
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1<sup>st</sup>
- NEED ANALYSIS (Why procurement was necessary?) Voltage stability and load flow controls.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) Yes, due to amendment and pre-bid clarifications of Bidding Documents.
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes (at the time of opening of financial proposals) Yes/No
- DATE OF CONTRACT SIGNING 24/05/2022 (Attach a copy of agreement) Annex-D
- CONTRACT AWARD PRICE Euro 1,882,443 + CNY 56,923,340 + PKR 876,960,454 exclusive of provisional sum of PKR 172,100,000/-
- 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) 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) Special Conditions of Bidding Document are attached herewith at Annex-F

Sr.#	Name of Purchaser ADB-300C-R-2020
1.	<p><b>M/s. China Energy Engineering Group Jiangsu Power Design Institute Co. Ltd. China Through:</b>  <b>M/s. Suncrest International Lahroe</b>            16-Atta Turk Block, New Garden Town, Lahore            Tel: 042-35952086, Fax: 042-35952087            Email: <a href="mailto:suncrest.intl@gmail.com">suncrest.intl@gmail.com</a></p>
2.	<p><b>M/s. Powerchina SEPCO1 Electric Power Construction Co. Ltd. China</b></p> <p>House No. 374, Sector-A, Street No. 23, Phase-V, DHA, Lahore            Cell: 0313-4788133            Email: <a href="mailto:wb6299@sepcol.com">wb6299@sepcol.com</a></p>
3.	<p><b>M/s. Siemens Consortium.</b></p> <p>2<sup>nd</sup> Floor, State Life Building 15-A, Sir Agha Khan Road, Lahore            Tel: 042-37319531, Fax: 042-36363126, Cell: 0322-2224836            Email: <a href="mailto:umair.liaquat@siemens.com">umair.liaquat@siemens.com</a></p>
4.	<p><b>M/s. Pinggao Group Co. Ltd. China Through:</b></p> <p><b>M/s. Inaam Energy Corporation Lahore</b>            210-A, Upper Mall Scheme, Bawa Park, Lahore            Tel: 042-35750400, Fax: 042-35752431            Email: <a href="mailto:info@inaam-energy.com">info@inaam-energy.com</a></p>
5.	<p><b>M/s. Dongfang Electric International Corporation China</b></p> <p>M/s. Albario Engineering Pvt. Ltd. Lahore            91-C, Model Town, Lahore            Tel: 042-111 00 1954, Cell: 0321-4937746            Email: <a href="mailto:gayyum@aepl.com.pk">gayyum@aepl.com.pk</a></p>
6.	<p><b>M/s. Pak Elektron Limited Lahore</b></p> <p>14-Km, Ferozpur Road, Lahore            Tel: 042-35920151-9, Fax: 042-35920150</p>
7.	<p><b>M/s Transfopower Industries Pvt. Ltd. Lahore</b></p> <p>FIFA Building Opposite Punjab Stadium Feruzpur Road Lahore            Tel: 042-35784025-6, Fax: 040-35783633 Cell: 0320-7889282            Email: <a href="mailto:info@transfopower.pk">info@transfopower.pk</a></p>
8.	<p><b>M/s. Chint Electric Co. Ltd. China Through:</b></p> <p>M/s. MK Engineers &amp; Consultant Pvt. Ltd. Lahore            65/1 FCC Syed Maratab Ali Road, Gulberg-IV, Lahore            Tel: 042- 35778186-88, Fax: 042-35778187            Email <a href="mailto:mkfcc65@gmail.com">mkfcc65@gmail.com</a></p>



9.	<b>M/s. Consortium: NETRACON Technologies – Grid Solution SAS France</b> Office No.1-B, 2 <sup>nd</sup> Floor, Lahore Centre 77-D/1, Main Boulevard Gulberg-III, Lahore Tel: 042-35782661 Fax: 042- 35782662 , Email: <a href="mailto:info@netracontech.com">info@netracontech.com</a>
10.	<b>M/s. China National Technical Import &amp; Export and Shanghai Electric Group Co. Ltd. (JV)</b> House No. 338, Block-K Phase-I, DHA, Lahore Tel: 042-37207143-44 Email: <a href="mailto:project.pk@cntic.gt.cn">project.pk@cntic.gt.cn</a>

## 2. Qualification

### 2.1 Eligibility

Criteria	Compliance Requirements			Documents
	Single Entity	Joint Venture		Submission Requirements
All Partners Combined		Each Partner	One Partner	

#### 2.1.1 Nationality

Criteria	Single Entity	All Partners Combined	Each Partner	One Partner	Documents
Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments

#### 2.1.2 Conflict of Interest

Criteria	Single Entity	All Partners Combined	Each Partner	One Partner	Documents
No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid

#### 2.1.3 ADB Eligibility

Criteria	Single Entity	All Partners Combined	Each Partner	One Partner	Documents
Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid

#### 2.1.4 Government-Owned Enterprise

Criteria	Single Entity	All Partners Combined	Each Partner	One Partner	Documents
Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments

#### 2.1.5 United Nations Eligibility

Criteria	Single Entity	All Partners Combined	Each Partner	One Partner	Documents
Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.8.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid

## 2.2 Historical Contract Non-Performance

### 2.2.1 History of Non-Performing Contracts

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<sup>1</sup> Non-performance of a contract did not occur as a result of contractor default since 22st February 2011	must meet requirement	must meet requirements	<sup>2</sup> must meet requirement	not applicable	Form CON-1

<sup>1</sup> Non-performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as Joint Venture member.

### 2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid

### 2.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall not apply.

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 03 (three) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

### 2.3.2 Average Annual Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of \$20.5 million calculated as total certified payments received for contracts in progress or completed, within the last 3 (three) years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2

### 2.3.3 Financial Resources

If the bid evaluation process and the decision for the award of the contract takes more than one (1) year from the date of bid submission, Bidders may be asked to resubmit their current contract commitments and latest information on financial resources supported by latest audited accounts / audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the employer, and the Bidder's financial capacity will be reassessed on this basis.

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			
Requirement		All Partners Combined	Each Partner	One Partner	Submission Requirements
<p>For Single Entities:</p> <p>The Bidder must demonstrate that its financial resources defined in FIN-3, less its financial obligations for its current contract commitments defined in FIN-4, meet or exceed the total requirement for the Subject Contract of <b>\$ 2.6 million</b></p>	must meet requirement	not applicable	not applicable	not applicable	Form FIN - 3 and Form FIN - 4
<p>For Joint Ventures:</p> <p>(1) One partner must demonstrate that its financial resources defined in FIN-3, less its financial obligations for its own current contract commitments defined in FIN-4, meet or exceed its required share of <b>40%</b> from the total requirement for the Subject Contract.</p> <p>AND</p>	not applicable	not applicable	not applicable	must meet requirement	Form FIN - 3 and Form FIN - 4
<p>(2) Each partner must demonstrate that its financial resources defined in FIN-3, less its financial obligations for its own current contract commitments defined in FIN-4, meet or exceed its required share of <b>25%</b> from the total requirement for the Subject Contract.</p> <p>AND</p>	not applicable	not applicable	must meet requirement	not applicable	Form FIN - 3 and Form FIN - 4
<p>(3) The joint venture must demonstrate that the combined financial resources of all partners defined in FIN-3, less all the partners' total financial obligations for the current contract commitments defined in FIN-4, meet or exceed the total requirement for the Subject Contract of <b>\$ 2.6 million</b></p>	not applicable	must meet requirement	not applicable	not applicable	Form FIN - 3 and Form FIN - 4

## 2.4 Bidder's Experience

### 2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
Requirement					Submission Requirements
Participation as a contractor or JV partner, in at least <b>one</b> contracts of 220kV or higher voltage substations that have been successfully completed within the last <b>10</b> years and in operation for at least <b>2</b> consecutive years as of the bid opening date, and that are similar to the proposed contract, where the value of the Bidder's participation exceeds \$ <b>10.75 million</b> . The similarity of the Bidder's participation shall be based on the physical size, nature of works, methods, technology or other characteristics as described in Section 6 (Employer's Requirements). In terms of complexity, the experience of "Double bus single breaker scheme or one and half breaker Scheme" shall be acceptable. The scope of work for the same must have at least 220kV or higher, 02 line bays and 02 transformer bays.	must meet requirement	Not Applicable	must have experience as a main contractor of at least one contract for civil works, erection, testing & commissioning of 132kV or higher voltage substation successfully completed within last ten years	Must meet requirement	Form EXP – 1 with copies of the relevant contract agreement, Completion Certificates or Taking Over Certificates and Performance Certificates or Operational Acceptance Certificates and JV agreement (if any) of the relevant contracts showing value and nature of participation of Bidder. Notarized English translation is needed if the evidence documents are not in English. Failure to provide the required evidence documents along with the bid may cause rejection.

### 2.4.2 Experience in Key Activities

(May be complied with by the Bidder or by Specialist Subcontractors. If Specialist Subcontractors are proposed by the Bidder for key activities, each Specialist Subcontractor must have experience in the related key activity as a **single entity** and the requirements specified in clause 2.5 of Section 3 must be fulfilled by the Specialist Subcontractor).

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
Requirement					Submission Requirements
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum experience in the following key activities:					
<b>Electrical Design Services</b> The bidder should have experience of detailed design of electrical works of	must meet requirements	not applicable	not applicable	must meet requirements	Form EXP - 2 with copies of the contract agreement and

at least one (01) complete AIS Grid station of 220kV or higher voltage, of similar nature ( <b>one and half breaker Scheme</b> ) and such project should have been in use satisfactorily for the last two (2) years as on bid opening date.					employer's end-user certificate (If bidder has done such contracts in JV, JV agreement must also be attached)
<b>Civil Design Services</b> The bidder should have experience of detailed design of civil works of at least one (01) complete AIS Grid station of 220kV or higher voltage, of similar nature and such project should have been in use satisfactorily for the last two (2) years as on bid opening date.	must meet requirements	not applicable	not applicable	must meet requirements	Form EXP - 2 with copies of the contract agreement and employer's end-user certificate (If bidder has done such contracts in JV, JV agreement must also be attached)
<b>Civil works</b> The bidder should have experience of execution of Civil Works of one (01) complete AIS Grid station of 220kV or higher voltage, of similar size and nature and such project should have been in use satisfactorily for the last two (02) years as on bid opening date.	must meet requirements	not applicable	not applicable	must meet requirements	Form EXP - 2 with copies of the contract agreement and employer's end-user certificate (If bidder has done such contracts in JV, JV agreement must also be attached)
<b>Installation Services</b> The bidder must have experience of installation of one (01) complete AIS Grid Station of 220kV or higher voltage, of similar size and nature and such project should have been in use satisfactorily for the last two (02) years as on bid opening date.	must meet requirements	not applicable	not applicable	must meet requirements	Form EXP - 2 with copies of the contract agreement and employer's end-user certificate (If bidder has done such contracts in JV, JV agreement must also be attached)
<b>Testing &amp; commissioning Services</b> The bidder must have experience of testing and commissioning of one (01) complete AIS Grid Station of 220kV or higher voltage, of similar size and nature and such project should have been in use satisfactorily for the last two (02) years as on bid opening date.	must meet requirements	not applicable	not applicable	must meet requirements	Form EXP - 2 with copies of the contract agreement and employer's end-user certificate (If bidder has done such contracts in JV, JV agreement must also be attached)

## 2.5 Subcontractors

Subcontractors or Manufacturers for the following major items of plant and services must meet the following minimum qualification criteria, herein listed for a subcontractor for that item. Failure to comply with this requirement will result in rejection of the subcontractor but not the Bidder.

Item No.	Description of Item	Minimum Criteria to be met	Documents Submission Requirements
1	<b>Equipment:</b> i. Auto-transformer ii. Power Transformer iii. Circuit Breakers iv. Disconnectors v. Instrument Transformers vi. Surge Arrestors vii. Insulators (Post & Disc)	<b>Manufacturing Experience</b> The manufacturer must have <b>at least five (05) years of design/ manufacturing</b> experience of similar equipment/goods of similar or higher rating and capacity. The manufacturer shall have manufactured and supplied similar equipment/goods of the similar or higher rating and capacity in quantities at least equal to the offered quantities of the respective equipment mentioned Section-4, required under the Bidding Documents within a continuous period	Form EXP-3 and Form for Proposed Subcontractors and/or Manufacturers for Major Items of Plant and Services along with (i) copies of the relevant supply record, contract agreements, Inspection Certificates/Bill of Lading, etc. to prove experience and supply (ii) Manufacturer's Authorization



Item No.	Description of Item	Minimum Criteria to be met	Documents Submission Requirements
	viii. Panels ix. Cables x. Conductor xi. Grid Station Hardware xii. Gentries (Column & Beam) xiii. Batteries & Battery Chargers xiv. Pad Mounted Transformer	of twelve (12) months during the last ten (10) years in a single or multiple contracts.  <b>Operational Experience</b> The above equipment/goods supplied by the manufacturer should have been in satisfactory operation for a continuous period of at least <b>three (03) years</b> prior to deadline for submission of Bids.	One (01) satisfactory operational certificate shall be submitted with the Bid from the end user which must be from Pakistan or outside the country of origin of offered equipment/goods. The submitted operational certificates must indicate the name of the end user/client along with its contact address, phone numbers, fax numbers, web-site and e-mail addresses.  If bidder has supplied equipment to NTDC which is in satisfactory operation for <b>three (03) years</b> , it shall be considered equivalent to above requirement.
2	<b><u>Electrical Design Services</u></b>	The specialist subcontractor should have experience of detailed design of electrical works of <b>at least one (01) complete AIS Grid station of 220kV or higher voltage, of similar nature (one and half breaker Scheme)</b> and such project should have been in use satisfactorily for the last two (2) years as on bid opening date.	<u>Form EXP - 3 with copies of the contract agreement and employer's end-user certificate</u>
3	<b><u>Civil Design Services</u></b>	The specialist subcontractor should have experience of detailed design of civil works of <b>at least one (01) complete AIS Grid station of 220kV or higher voltage, of similar nature and such project should have been in use satisfactorily for the last two (2) years as on bid opening date</b>	<u>Form EXP - 3 with copies of the contract agreement and employer's end-user certificate</u>
4	<b><u>Civil works</u></b>	The specialist subcontractor should have experience of execution of Civil Works of <b>one (01) complete AIS Grid station of 220kV or higher voltage, of similar size and nature and such project should have been in use satisfactorily for the last two (02) years as on bid opening date.</b>	<u>Form EXP - 3 with copies of the contract agreement and employer's end-user certificate</u>
5	<b><u>Installation Services</u></b>	The specialist subcontractor must have experience of installation of <b>one (01) complete AIS Grid Station of 220kV or higher voltage, of similar size and nature and such project should have been in use satisfactorily for the last two (02) years as on bid opening date.</b>	<u>Form EXP - 3 with copies of the contract agreement and employer's end-user certificate</u>
6	<b><u>Testing &amp; commissioning Services</u></b>	The specialist subcontractor must have experience of testing and commissioning of <b>one (01) complete AIS Grid Station of 220kV or higher voltage, of similar size and nature and such project should have been in use satisfactorily for the last two (02) years as on bid opening date.</b>	<u>Form EXP - 3 with copies of the contract agreement and employer's end-user certificate</u>

For the above items, to demonstrate compliance, subcontractors /manufacturers must submit a copy of supporting documents such as: (i) a copy of business registration or similar document to establish the



number of years of operation, and (ii) a copy of contract to supply similar goods and/or services accompanied by proof of successful delivery to establish manufacturing experience, installation services, or civil works services.

The material/ equipment offered by the bidder at the time of the bid shall not be changeable later on. Also, the bidder shall not propose more than two manufacturers for any major item.

In the case of a Bidder who offers to supply and install major items of plant under the contract, which the Bidder did not manufacture or otherwise produce, the Bidder shall provide the Manufacturer's authorization, using the form provided in Section 4 (Bidding Forms), showing that the Bidder has been duly authorized by the Manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. Failure to submit the Manufacturer's authorization at the first instance is considered a minor, nonmaterial omission and shall be subject to clarification. However, failure of the Bidder to submit the omitted authorization shall lead to rejection of the Subcontractor or Manufacturer of the item under evaluation in accordance with ITB 35.4.

### Section 9 - Contract Forms

#### Table of Forms

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*Signature*

*Signature*

## Contract Agreement

THIS AGREEMENT made on the 24<sup>th</sup> day of May, 2022,

BETWEEN

(1) **National Transmission and Despatch Company Co. Ltd. (NTDC)**, a corporation incorporated under the laws of Islamic Republic of Pakistan and having its principal place of business at Room No. 414 - W/APDA House Lahore, (hereinafter called "the Employer"), and  
 (2) **M/s. China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd. (JV)** a corporation incorporated under the laws of People's Republic of China and having its principal place of business at Room 2207, Genertec Plaza No. 90, Xisanhuan Zhonglu, Beijing 100055, P.R China. (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. **CONTRACT NO. ADB-300C-R-2020: DESIGN, MANUFACTURING, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 220KV JAUHARABAD GRID STATION UNDER ADB LOAN NO. 3677-PAK: SECOND POWER TRANSMISSION ENHANCEMENT INVESTMENT PROGRAM - TRANCHE 3** ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1 Contract Documents (Reference GCC Clause 2)**

**Contract Documents**

1.1 The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendixes hereto
- (b) NOA and Minutes of Pre-Award meeting
- (c) Letter of Bid and Price Schedules submitted by the Contractor
- (d) Special Conditions of Contract
- (e) List of Eligible Countries that was specified in Section 5 of the Bidding Document
- (f) General Conditions of Contract
- (g) Specifications
- (h) Drawings
- (i) Other completed Bidding Forms submitted with the Letter of Bid
- (j) Any other documents forming part of the Employer's Requirements
- (k) Any other documents shall be added here<sup>1</sup>

**1.2 Order of Precedence (Reference GCC Clause 2)**

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

**1.3 Definitions (Reference GCC Clause 1)**

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

1 Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 11).



**Article 2  
Contract  
Price and  
Terms of  
Payment**

**2.1 Contract Price (Reference GCC Clause 11)**

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of **Euro One Million Eight Hundred Eighty Two Thousand Four Hundred Forty Three + Chinese Yuan Fifty Six Million Nine Hundred Twenty Three Thousand Three Hundred Forty (Euro 1,882,443 + CNY 56,923,340)**, as specified in Price Schedule No. 5 (Grand Summary), **Pak Rupees Eight Hundred Seventy Six Million Nine Hundred Sixty Thousand Four Hundred Fifty Four (PKR 876,960,454)** exclusive of provisional sum of PKR 172,100,000/-, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

**2.2 Terms of Payment (Reference GCC Clause 12)**

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

The Employer shall instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of **Euro One Million Five Hundred Five Thousand Nine Hundred Fifty Four and point Seven Zero + CNY Forty Four Million Ninety Three Thousand Three Hundred Thirty Eight and point Five Six (EURO 1,505,954.70 + CNY 44,093,338.56)**; and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 500.<sup>2</sup>

In the event that the amount payable under Schedule No. 1 is adjusted in accordance with GCC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

<sup>2</sup> Or Uniform Customs and Practice for Documentary Credits 2007 Revision, ICC Publication No. 600 (or the latest version).

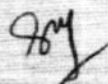
**Article 3  
Effective Date****3.1 Effective Date (Reference GCC Clause 1)**

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor.
- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee.
- (c) The Employer has paid the Contractor the advance payment.
- (d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favor.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled **within 2 months** from the date of this Contract notification because of reasons not attributable to the Contractor, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.





**Article 4  
Communications**

4.1 The address of the Employer for notice purposes, pursuant to GCC 4.1 is:  
**Chief Engineer (Material Procurement & Management) / C.E (MP&M) NTDC**  
National Transmission and Despatch Company  
8<sup>th</sup> Floor Shaheen Complex, Egerton Road, Lahore, Pakistan  
Telephone: +92-42-99202597  
Facsimile number: + 92-42-99202173  
E-mail address: cempm@ntdc.com.pk

4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is:  
**M/s. China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd. (JV)**  
Lahore Office: House No. 338, Block -K Phase -I, DHA Lahore  
Telephone: +92- 42 -37207142  
E-mail address:  
wudeguan@cntic.gt.cn, project.pk@cntic.gt.cn


**Article 5  
Appendixes**

5.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.  
5.2 Reference in the Contract to any Appendix shall mean the Appendixes attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

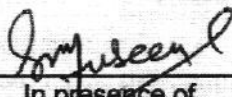
**For & on behalf of the Employer (NTDC)**

**For & on behalf of the Contractor:**

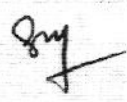
Signed   
**Sajjad Haider Syed**  
**CHIEF ENGINEER (MP&M), NTDC**  
8<sup>th</sup> Floor Shaheen Complex,  
Egerton Road, Lahore.

Signed   
**M/s. China National Technical Import & Export and Shanghai Electric Group Co. Ltd. (JV)**  
Room 2207 Genertec Plaza No. 90,  
Xisanhuan Zhonglu, Beijing 100055, P.R  
China.



Signed   
In presence of

Signed \_\_\_\_\_  
In presence of



## INTEGRITY PACT

### Declaration of Fees, Commission and Brokerage Etc. Payable by the Suppliers of Goods, Services and Works

#### CONTRACT NO:

ADB-300C-R-2020 dated 24<sup>th</sup> day of May, 2022

#### CONTRACT VALUE:

Euro One Million Eight Hundred Eighty Two Thousand Four Hundred Forty Three + Chinese Yuan Fifty Six Million Nine Hundred Twenty Three Thousand Three Hundred Forty (Euro 1,882,443 + CNY 56,923,340), as specified in Price Schedule No. 5 (Grand Summary), Pak Rupees Eight Hundred Seventy Six Million Nine Hundred Sixty Thousand Four Hundred Fifty Four (PKR 876,960,454) exclusive of provisional sum of PKR 172,100,000/-, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

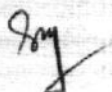
#### CONTRACT TITLE:

CONTRACT NO. ADB-300C-R-2020: DESIGN, MANUFACTURING, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 220KV JAUHARABAD GRID STATION UNDER ADB LOAN NO. 3677-PAK: SECOND POWER TRANSMISSION ENHANCEMENT INVESTMENT PROGRAM - TRANCHE 3.

M/s. China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd. (JV) hereby declare that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, M/s. China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd. (JV) represent and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from GoP except that which has been expressly declared pursuant hereto.

M/s. China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd. (JV) certify that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.





M/s. China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd. (JV) accept full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard M/s. China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd. (JV) agree to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s. China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd. (JV) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer/Employer: .....

Name of Seller/Bidder: .....

Chief Engineer (MP&M), NTDC

M/s. China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd. (JV)  
House No. 338, Block -K Phase -I, DHA Lahore

Signature: .....



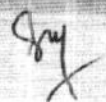
[Seal]

Sajjad Haider Syed  
Chief Engineer (MP&M) NTDC  
8th Floor, Shaheen Complex

Signature: .....



[Seal]





# Section 3 - Evaluation and Qualification Criteria

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## 1. Evaluation

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

Only bids previously determined to be substantially responsive, will be evaluated and compared in detail. Bids not covering the entire scope included in the bid shall be considered non-responsive and shall not be considered for further comparison. Furthermore, bids, which do not fulfill the technical specifications laid down in, and attached with, Section-VI (Employer's Requirement) will be also considered non-responsive.

### 1.1 Technical Evaluation

In addition to the criteria listed in ITB 34.1 (a)–(b), other relevant factors are as follows:

- c) Detailed evaluation of the Bidder's Technical Proposal will include but not limited to:
  - i. Evaluation of Bidder's experience pursuant to criteria 2.4 of this Section.
  - ii. Evaluation of Subcontractor's or manufacturer's experience pursuant to criterion 2.5 of this Section.
  - iii. Evaluation of Operational Experience of equipment offered pursuant to criterion 2.5 of this Section.
  - iv. Compliance of offered equipment, listed in Form of Proposed Subcontractors / Manufacturer for Major item of Plant and Services, to Employer's Requirements and Specifications therein. This shall include but not limited to evaluation of Schedule of Technical Data of the equipment pursuant to clause-2.6 of Section-6 (Employer's Requirements). Non-compliance of offered equipment including but not limited to non-submission of Schedule of Technical Data shall result in rejection of Bid pursuant to ITB 34.1.
  - v. Evaluation of Type Test Reports of offered equipment, listed in Form of Proposed Subcontractors / Manufacturer for Major item of Plant and Services, pursuant to Clause 2.4 (Technical Specification) of Section-6 (Employer's Requirements).

Pursuant to ITB 11.2(k) iv, in case of failure to submit an Undertaking of type tests as per NTDC type test policy along with the bid or in response to post bid clarification, such manufacturer shall not be accepted and bidder will be bound to replace the same with acceptable manufacturer. In case of noncompliance, the bid shall be rejected.

All Type Test certificates/reports, reference list, etc. shall be in English language

- vi. An assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

Non-compliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection and such non-compliance will be subject to clarification during bid evaluation and rectification prior to contract award.

If Bidder proposes to subcontract any key activity **on site** (given in criterion 2.5 of this Section), then he shall submit above information in respect of subcontractor.

## 1.2 Alternative Technical Solutions

NOT APPLICABLE

## 1.3 Economic Evaluation

In addition to the criteria listed in ITB 39.2I (a)–(f), other relevant factors are as follows:

- (g) Adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered.

### 1.3.1 Quantifiable Deviations and Omissions

Pursuant to ITB 33.3 and subject to ITB 33.2, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all contractual obligations under this bidding document. The Employer will assess the cost of such a minor deviation for the purpose of ensuring fair comparison of bids.

#### (a) Financial Adjustment of Bid Price (Commercial Aspects)

The evaluation of a bid will take into account, in addition to the Bid Price, the following commercial factors (adjustments) in the manner and the extent indicated hereof, to determine the Evaluated Bid Price.

##### Price Adjustment for Deviation in Terms of Payment

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in the Conditions of Contract shall be calculated at the following mark-up rates:

- For foreign currency component: 8% per annum
- For local currency component: 7% per annum

and shall be added to the Corrected Total Bid Price for comparison purpose only.

#### (b) Financial Adjustment of Bid Price (Technical Aspects)

In addition to price adjustment due to commercial aspects, the price of bid will also be adjusted on account of minor technical omission/non-compliance and due to minor omissions or missing items in the scope of supply, services, etc. in the manner and to the extent indicated hereof, to determine the Evaluated Bid Price.

##### i. Price Adjustment for Completeness in Scope of Work

- (i) Scope of work of each bid will be examined for completeness and compliance with the contract requirements. Subject to ITB 33.2, if minor item(s) appear to be

excluded, or if any Bidder has not quoted price against any particular item or kept blank in price column (the same is considered as missing item), the price adjustment shall be based on the highest price offered for the same item among all responsive bidders.

- (ii) In case there is a discrepancy between the quantity of an item quoted by the Bidder and the quantity specified in the bidding documents, the quantity specified in the bidding documents shall prevail, and the total cost will be corrected by multiplying the unit rate and quantity.

## ii. Price Adjustment for Capitalization of Transformer Losses

The guaranteed losses for the 220 / 132 kV auto-transformer, 132/11kV power transformer and battery chargers will be evaluated by adding to the bidder's corrected Total Bid Price in accordance with relevant provisions of NTDC specifications.

In the evaluation of tender, the following rates shall be used for the capitalization of losses:

### For 220 kV Transformer

Capitalized Cost of no-load losses	= US\$ 5,200 / - per kilowatt
Capitalized Cost for load losses	= US\$ 2,700 / - per kilowatt
Capitalized Cost of auxiliary consumption	= US\$ 2,700 / - per kilowatt

### For 132/11 kV Power Transformer

Capitalized Cost of no-load losses	= US\$ 5,200 / - per kilowatt
Capitalized Cost for load losses including auxiliary consumption	= US\$ 1,200 / - per kilowatt

### For Battery Charger

US \$ 1.25/- per watt for overall losses at 25% rated direct current.

### For Battery Bank

The quoted price of different types of batteries shall be multiplied with the following factors for their comparison with Plante Type Batteries (having positive plate of pure lead lamellae with plant formation). The prices considered shall be without sales tax for local manufacturer and CIP price for imported batteries.

Type of Battery	Multiplying Factor
Plante	1
Tubular	1.4
Pasted	1.7

## 1.3.2 Time Schedule

Time to complete the plant and services from the effective date specified in Article 3 of the Contract Agreement for determining the time for completion of pre-commissioning activities is: **540 days**. Any bid offering delivery schedule beyond the required delivery period shall be considered non-responsive and rejected. No credit will be given for earlier completion.

**1.3.3 Operating and Maintenance (O&M) Costs**

NOT APPLICABLE

**1.3.4 Functional Guarantees of the Facilities**

NOT APPLICABLE

**1.3.5 Work, Services, Facilities, etc., to Be Provided by the Employer**

NOT APPLICABLE

**1.3.6 Specific Additional Criteria**

NOT APPLICABLE

**1.3.7 Domestic Preference**

NOT APPLICABLE

**1.4 Multiple Contracts**

NOT APPLICABLE

## Section 8 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clause number of the SCC is the corresponding clause number of the GCC.

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<b>1. Definitions</b>	
	<p>The Employer is: <b>National Transmission &amp; Despatch Company Ltd.</b></p> <p>The Project Manager is: <b>Chief Engineer (EHV-I), NTDC</b></p> <p>The Bank is: <b>Asian Development Bank</b></p> <p>Country of Origin: <b>Most recent list of eligible countries as specified in Article 1.1(d) of the Contract Agreement</b></p>
<b>5. Law and Language</b>	
5.1	The Contract shall be interpreted in accordance with the laws of: <b>Islamic Republic of Pakistan</b>
5.2	The ruling language is: <b>English</b>
5.3	The language for communications is: <b>English</b>
<b>6. Fraud &amp; Corruption</b>	
	<p>Clause 6 is replaced with the following:</p> <p>6.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB</p> <p>(a) <b>defines, for the purposes of this provision, the terms set forth below as follows:</b></p> <p>(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(v) "abuse" means theft, waste or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;</p> <p>(vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's</p>



	<p>performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;</p> <p>(vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB's contractual rights of audit or inspection or access to information; and</p> <p>(viii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines, which violates ADB's Anticorruption Policy, including (i) to (vii) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;</p> <p>(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and</p> <p>(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.</p>
6.2	<p>All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:</p> <p>(a) being available to be interviewed and replying fully and truthfully to all questions asked;</p>

	<p>(b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;</p> <p>(c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;</p> <p>(d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's ICT resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);</p> <p>(e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and</p> <p>(f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.</p>
6.3	All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, sub-contractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, sub-contractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.
6.4	The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB."
<b>7. Scope of Facilities</b>	
7.3	<p>The Contractor agrees to supply spare parts for a period of years: <b>5 (five) years</b></p> <p>The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at the most within 6 months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.</p>
<b>8. Time for Commencement and Completion</b>	
8.1	The Contractor shall commence work on the Facilities within <b>20 (twenty) calendar days</b> from the Effective Date for determining Time for Completion as specified in the Contract Agreement.
8.2	The Time for Completion of the whole of the Facilities shall be <b>540 (Five Hundred Forty) calendar days</b> from the Effective Date as described in the Contract Agreement.
<b>9. Contractor's responsibilities</b>	

- 9.8 The contractor will ensure that the preparation, design, and implementation of project comply with
- A. all applicable laws and regulations of Pakistan relating to environment, health, and safety;
  - B. the Environmental Safeguards;
  - C. the Environment Assessment Review Framework (EARF);
  - D. all measures and requirements set forth in the respective EIA/IEE and EMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

Safeguard Policy Statement (2009) of Asian Development Bank (ADB), Pakistan Environmental Protection Act (PEPA) 1997, Provincial Environmental Protection Acts & Other Agencies and provisions of Appendix-9 (IEE, EMP & RP) of Section-9 (Contract Forms) shall be strictly adhered to.

**Environmental Safeguards:**

The Contractor shall (a) establish an operational system for managing environmental impacts, (b) implement all the monitoring and mitigation measures set forth in the initial environmental examination and/or environmental management plan, (c) allocate the budget required ensuring that such measures are carried out, d) submit monthly environmental monitoring reports to the Employer.

The Contractor shall comply with (i) the measures and requirements set forth in the initial environmental examination and the environmental management plan; and (ii) any corrective or preventative action plans worked out to correct non-compliances.

Specially, Contractor(s) shall ensure that:

A policy of incorporating and integrating environmental considerations into the operations for the Project as shown in the Environmental Management Plan, which is attached in Volume II is pursued.

- a) Following the award of the contract and prior to construction commencing the Contractor(s) will review the EMPs and develop this into a detailed Site-Specific Environmental Management Plan(s) (SEMP) that amplifies the conditions established in the EMP that are specific for the sites and the tasks involved.
- b) The SEMP(s) will be submitted to the Environment and Social Impact Cell of NTDC for approval at least 10 days before taking possession of any work site.
- c) No access to the site will be allowed until the SEMP is approved by the Environment and Social Impact Cell of NTDC.
- d) All mitigation and monitoring measures determined in the SEMPs are incorporated in detailed design and implemented during construction of the Project facilities in letter and spirit;
- e) Environmental monitoring, including instrumental water and air quality, and noise monitoring, as well as other types of monitoring defined in the IEE and EMP should be conducted on a daily basis and records stored, and reported to ESIC;
- f) Monthly environmental monitoring reports summarizing daily monitoring data should be submitted to Environment and Social Impact Cell of NTDC; Quarterly progress reports should include a summary of environmental monitoring.

- g) Site Environment Specialist (s) with background in environmental management or similar discipline, and be able to complete the preparation of the site specific environmental management plans are appointed. The CVs of the applicants for the position should be shared with Environment and Social Impact Cell of NTDC and the appointment should only be confirmed after approval from ESIC.
- h) All contracts under the subprojects contain provisions on compliance with these requirements; Budget for all such environmental and social measures is made available;
- i) A system for recording and communicating any complaints received by any person employed by or contracted to the Contractor (s) should be established. All complaints will be communicated in writing to the ESIC within one working day of their receipt.
- j) Trees (*Minimum 05-Feet in height*) plantation is carried out in accordance with the Environmental Approval obtained from the respective Environmental Protection Agency (EPA) and in accordance with the aesthetic value of the area.
- k) All invoices/amounts claimed by contractor (s) in lieu of Environment & Social Safeguards Management would be sent to ESIC for verification in order to make things proper and transparent;
- l) Safety signs and awareness material printed in Urdu & English languages (4 x 6 feet Panaflexes) are placed & visible at project sites.
- m) Pathways and access roads, other local infrastructure (sewerage line, water transporting system/pipes, rainwater drainage system etc.) damaged due to construction activity at the project site and agricultural land are restored to at least pre-project condition upon the completion of construction works.
- n) In case of non-compliance with mitigation measures defined in SEMP, NTDC has the right to suspend work and withheld payments till the remedial measures will be undertaken. The failure to implement a corrective action plan and to implement it within the required time frame will result in the owner undertaking the works and the cost, plus up to 10% will be recovered from interim payments or the final payment to the Contractor. No extension of time will be allowed to the contractor in this regard.

#### **Land Acquisition & Resettlement:**

The contractor(s) will ensure that all applicable laws and regulations of Pakistan relating to (a) Land acquisition and involuntary resettlement; (b) Involuntary Resettlement Safeguards; (c) LARP; and (d) all measures and requirements set forth in the respective LARP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report are strictly adhered to and ensure that:

- i. Implementation of Land Acquisition & Resettlement Plan (LARP)/Abbreviated Resettlement Plan (ARP)/ Resettlement Plan (RP) in letter and spirit and in line with the schedule of payments to DPs prior to start of construction;
- ii. No physical or economic displacement takes place in connection with any Subproject until compensation has been paid;
- iii. To make available budget for all such environmental and social measures;
- iv. No physical or economic displacement takes place in connection with any Subproject until compensation has been paid and validated by EMA before construction start up;
- v. Inform PMU with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of project that were not considered in the IEE, the EMP or the LARP

- vi. Coordinate closely with ESIC the finalization of the route alignment of transmission line including design and right-of-way requirements; and
- vii. Immediately notify NTDC and ADB of any changes in design and transmission routes and ensuring that no physical works are conducted in realigned/old sites until a corrective action plan has been approved and fully implemented;
- viii. Disseminate information at worksites on risks of sexually transmitted diseases and HIV/AIDS for those employed during construction, and take measures to protect workers from potential exposure to sexually transmitted diseases;
- ix. Do not differentiate between men and women's wages or benefits for work of equal value; and
- x. Abstain from child labor.

### 10. Employer's Responsibilities

10. The words reading "when the Employer expressly states otherwise" is replaced with under:
- "and except with respect to any data or any interpretations, deductions or conclusions relative to subsurface conditions at Site. The Contractor must form his own opinion of the character of the work and of the materials to be excavated. He must make his own interpretations, and satisfy himself by his own investigations and research regarding all conditions affecting the work to be done. The Contractor must assume all responsibility for deductions and conclusions as to the nature or conditions of the materials to be excavated and of doing other work affected by the Geological Conditions at the Site."

### 11. Contract Price

- 11.2 The Contract Price shall be **Fixed**.

### 13. Securities

- 13.3.1 The amount of performance security, as a percentage of the Contract Price for the whole Facility shall be: **in the amount and currency equivalent to 10% (ten percent) of the Contract Price excluding Provisional Sum.**

- 13.3.2 **The performance security will be in the form of an unconditional bank guarantee as per form included in Section 9 (Contract Forms).** At the Contractor's option, it shall be in the form of a bank guarantee from either (a) any reputable bank, which includes any Scheduled Bank in Pakistan, or (b) a bank located outside Pakistan duly counter-guaranteed by a correspondent bank in Pakistan to make it enforceable."

- 13.3.3 **The performance security shall not be reduced on the date of Operational Acceptance.**

The performance security shall be extended until expiration of the extended Defect Liability Period and during such extended period, the performance security shall be reduced to 10% of the value of the components covered by the extended defect liability to cover the Contractor's extended defect liability in accordance with the provision in the SCC, pursuant to GCC Subclause 27.10.



<b>14. Taxes and Duties</b>	
14.2	<p>This Sub-Clause is replaced by the following:</p> <p>Notwithstanding GCC Sub-Clause 14.1 above, the Employer shall reimburse to the Contractor, all customs and import duties as well as other local taxes like, e.g., a value added tax (VAT), imposed by the law of the country where the Site is located on the Plant specified in Price Schedule No. 1 and that are to be incorporated into the Facilities on actual basis (without overhead and profits) within forty five (45) days against presentation of acceptable claim submitted to the Employer, supported by documentary evidence, from the Provisional Sums provided in the Price Schedules.</p> <p>General Sales tax, Provincial sales Tax and all other taxes payable by the Contractor in Pakistan on the Plant specified in Price Schedule No. 2, 3 &amp; 4 that are to be incorporated into the Facilities shall be reimbursed by the Employer on actual basis (without overhead and profits) within forty five (45) days against presentation of acceptable claim submitted to the Employer, supported by documentary evidence, from the Provisional Sums provided in the Price Schedules.</p>
<b>18. Work Program</b>	
18.3. Progress Report	<p>Add the following subparagraph to Clause 18.3 of the GCC:</p> <p>(c) monitoring of obligations in Sub-Clauses 21.1, 22.1.1, 22.2.3 (d), 22.2.7 (d), 22.2.15, 22.2.16 and 46.</p>
<b>19. Subcontracting</b>	
19.6	<p>The Contractor shall not assign any manufacturing work for any Plant or part thereof to any firm other than the Manufacturer(s) named in his Bid and has been accepted by the Employer. In unavoidable circumstance, prior approval of the Employer shall be obtained by the Contractor for assigning any manufacturing work to a manufacturer not named as such in the Contract under Appendix 5 to Contract Agreement. Nothing contained in the Contract shall create any contractual relationship or professional obligation between any manufacturer and Employer. Onus of any discrepancy in the manufacture shall be on the Contractor.</p>
<b>20. Design &amp; Engineering</b>	
	<p>GCC Subclauses 20.3.1 &amp; 20.3.2 shall be read as follows:</p> <p>20.3.1 The Contractor shall prepare or cause its Subcontractors to prepare, and furnish to the Project Manager four (04) copies of the documents listed in the Appendix (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and in accordance with the requirements of GCC Subclause 18.2 (Program of Performance).</p> <p>Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.</p>

	<p>GCC Subclauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.</p> <p>20.3.2 Within 21 days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Subclause 20.3.1, the Project Manager shall either return two copies thereof to the Contractor with its approval, marked as "APPROVED" or "APPROVED EXCEPT AS NOTED", endorsed thereon or shall return the document marked "RETURNED FOR CORRECTION" while notifying the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.</p> <p>If the Project Manager fails to take such action within the said 21 days, then the said document shall be deemed to have been approved by the Project Manager.</p>
<p><b>21. Procurement</b></p>	
	<p>21.1 Materials.</p> <p>Insert the following at the end of Sub-Clause:</p> <p>"The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction."</p>
<p><b>22. Installation</b></p>	
	<p><b>22.1.1 Benchmark</b></p> <p>The contractor shall comply with (i) the measures and requirements relevant to the contractor which are set forth in the Resettlement plan ("RP"), attached in Volume-II of the bidding document, to the extent it concerns impacts on affected people during construction; and (ii) any corrective or preventive actions set out in the safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the RP.</p> <p>The contractor shall allocate a budget for compliance with these measures, requirements and actions.</p> <p><b>22.2 Labor</b></p> <p><b>22.2.1 Engagement of Staff and Labor</b></p> <p>e) The Contractor shall use the best efforts, taking into consideration economy and efficiency, to employ women living in the vicinity of the project area for works to be performed under the contract.</p> <p><b>22.2.3 Labor Laws</b></p> <p>(d) The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the employment relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment or retirement, and discipline.</p>

**22.2.4 Rates of Wages and Conditions of Labor**

"The contractor shall provide equal wages and benefits to men and women for work of equal value or type."

**22.2.5 Working Hours**

- (a) Normal working hours are: **9:00h – 17:00h**

**22.2.7 Health and Safety**

- (d) The Contractor shall throughout the contract (including the Defect Liability Period):
- (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Employer's and Project Manager's employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the trafficking of women and the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general, HIV/AIDS and COVID-19 (as per prevailing SOP's of Government of Pakistan and WHO) in particular along with all types of hepatitis;
  - (ii) provide male or female condoms for all Site staff and labor as appropriate; and
  - (iii) provide for STI, HIV/AIDS and Hepatitis (B & C), screening, diagnosis, counseling and referral to a dedicated national STI, HIV/AIDS, COVID-19 (as per prevailing SOP's of Government of Pakistan and WHO) and Hepatitis (B & C) program, (unless otherwise agreed) of all Site staff and labor.

The Contractor shall include in the program to be submitted for the execution of the Facilities, an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS, COVID-19(as per prevailing SOP's of Government of Pakistan and WHO) along with Hepatitis (B and C). The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation of this program shall not exceed the amount dedicated for this purpose.

**22.2.8 Funeral Arrangements**

Funeral arrangements: **the Contractor shall be full responsible for making appropriate arrangement**

**22.2.16 Prohibition of Harmful Child Labor:** replace Clause 22.2.16 with the following:

The Contractor shall not employ any child to perform any work, including work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory minimum age of 14 (fourteen) as specified under applicable national, provincial or local law of Islamic Republic of Pakistan.



**22.2.17 Respectful Work Environment**

The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Project Manager at their first written request.

**22.2.18 Freedom of Association:**

The Contractor shall allow freedom of association and effectively recognize the right to collective bargaining

**23. Tests and Inspection**

All the material / equipment (civil /electrical /mechanical) to be installed / used at the works shall be subject to testing /pre-shipment inspection in line with the requirements of relevant specification(s). The following sub clauses shall supplement the relevant GCC clause 23 and shall prevail in case of any contradiction with GCC clause 23.

- 23.2 Two authorized representatives of the Chief Engineer Substation Design shall carry out pre-shipment inspection of the plant/material/equipment at manufacturer's works at Employer's expense. However, all reasonable facilities (laboratory, tools, instruments, machines, samples etc) as provided in the specifications or followed by Trade & Industry in general shall have to be offered to the Inspecting officers, by Contractor at his expense for carrying out Testing and Inspection. The Contractor shall fully assist the nominated inspectors in submission of visa application(s) by providing all supporting document on his part and help in attaining visa through necessary correspondence with the embassy. Two authorized representatives of the Chief Engineer (Substation Design) NTDC shall witness the Type Tests (if applicable in accordance with clause 2.4 of Section-VI (Employer's Requirements) at Contractor's expense.
- 23.3 The Contractor shall keep the Employer, Chief Engineer Substation Design and Project Manager informed the progress of manufacturing and notify the Chief Engineer Substation Design at least eight (08) weeks in advance, in writing as to when the Plant or any part thereof will be ready for inspection and/or performance of type tests (if applicable in accordance with clause 2.4, of Section-VI (Employer's Requirements).

23.6 In case the Plant fail to withstand any test performed at manufacturer works, the cost of repeating such test, and the cost (boarding, lodging, daily allowance of Euro 150/day/inspector, return air ticket, visa expense etc) of witnessing such test by the approved two Nos. representatives/ Inspector of the employer shall be borne by the Contractor and the equipment released or modified to the satisfaction of the Employer, without any additional cost to the Employer.

Any inspection and/or witnessing of tests or the waiving of such tests and/or surveillance by the Employer , Chief Engineer Substation Design and Project Manager or there two Nos. Representatives/Inspectors (one of each) shall not relieve the Contractor of its obligations and responsibilities under the Contract regardless of any approval consent given by the Employer and Project Manager.

All work covered by the Contract shall be subject to surveillance, testing and inspection by two representatives/Inspector(s) of the Employer, Chief Engineer Substation Design and Project Manager. The Inspectors may require witnessing any or all the tests to be carried out. For such purpose the Contractor shall provide free access at all times during manufacture, assembly and testing to the premises in which the work is being carried out.

#### 24. Completion of Facilities

24.9 A new sub-clause is added as below:

Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 21.1.

#### 25. Commissioning and Operational Acceptance

25.2.2 The Guarantee Test of the Facilities shall be successfully completed within **30 (thirty) calendar days** from the date of Completion.

#### 26. Completion Time Guarantee

26.2 Applicable rate for liquidated damages: **0.1% of the Contract Price per calendar day.**  
Maximum deduction for liquidated damages: **10% (ten percent)**

26.3 No bonus will be given for earlier Completion of the Facilities or part thereof.

#### 27. Defect Liability

	<p><b>27.2 The Defects Liability Period shall be three hundred and sixty-five (365) days from effective date of Operational Acceptance Certificate</b></p> <p>27.10 The critical components covered under the extended defect liability are Auto-transformers, Power Transformer, Circuit Breakers, Disconnectors, Surge Arrestors, CT's and VT's, Substation Automation System (SAS) and the period shall be 12 months.</p>
<p><b>30. Limitation of Liability</b></p>	
30.1	(b) The multiplier of the Contract Price is: <b>1.5</b>
<p><b>31. Transfer of Ownership</b></p>	
31.3	<p>The following is added at the end:</p> <p><b>"Nevertheless, Contractor's Equipment shall not be removed from the Site without prior consent of the Employer."</b></p>
<p><b>35. Unforeseen Conditions</b></p>	
35.3	<p>The following text is added at the end:</p> <p>"In addition to notice of any Unforeseeable physical conditions, the Contractor shall provide the Project Manager with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Plant or Permanent Works, which were not considered in the initial environmental examination or the environmental management plan or the RP attached in volume-II of the bidding document."</p>
<p><b>40. Extension of Time</b></p>	
40.1	<p>The following para shall be added at the end of clause 40.1:</p> <p>"Time(s) for Completion shall not be extended if delay in Completion occurs due to delay in approval of documents as provided in GCC Subclause 20.3.4."</p>
<p><b>45. Disputes and Arbitration</b></p>	
45.1	<p>The Dispute Board shall be appointed within <b>28 (twenty-eight) calendar days</b> after the Effective Date.</p> <p>The Dispute Board shall be <b>3 (three) members</b></p> <p>List of Potential Dispute Board members is to be mutually decided by the Contractor and the Employer at the time of signing of the contract.</p>
45.2	<p>Appointment (if not agreed) to be made by: <b>Chairman of the Pakistan Engineering Council</b></p>
45.5	<p>Rules of procedure for arbitration proceedings:</p> <p>(a) Contracts with foreign contractors:</p>

	<p>International arbitration shall be conducted in accordance with the Rules of the Singapore International Arbitration Centre (SIAC)</p> <p><b>Arbitration shall be administered by SIAC. The place of arbitration shall be the place of the institution administering the arbitration.</b></p> <p>(b) Contracts with contractors being nationals of the Employer's country: shall be in accordance with the laws of Pakistan. The place of arbitration shall be Lahore, Pakistan.</p>
<b>46.</b>	<b>Eligibility</b>
46	<p>a) The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.</p> <p>b) The Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the monitoring and mitigation measures set forth in [the Initial Environmental Examination] the Environmental Management Plan, and (c) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit [semi-annual] reports on the carrying out of such measures to the Employer.</p> <p>c) More particularly, the Contractor shall comply with (i) the measures and requirements set forth in the initial environmental examination and the environmental management plan attached with the Bidding Document; and (ii) any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the initial environmental examination and the environmental management plan attached in volume-II of the bidding document.</p> <p>The Contractor shall allocate a budget for compliance with these measures, requirements and actions.</p>

**EVALUATION REPORT**  
**(AS PER RULE 35 OF PP RULES, 2004)**

1. Name and Procuring Agency: National Transmission and Despatch Co. Ltd. (NTDC)
2. Method of Procurement: International Competitive Bidding (ICB) - Single Stage Two Envelope (1S2E)
3. Title of Procurement: TENDER NO. ADB-300C-R-2020: PROCUREMENT OF PLANT, DESIGN, MANUFACTURING, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 220KV JAUHARABAD GRID STATION UNDER ADB LOAN NO. 3677-PAK: SECOND POWER TRANSMISSION ENHANCEMENT INVESTMENT PROGRAM – TRANCHE – 3
4. Tender Inquiry No.: ADB-300-C-R-2020
5. PPRA Ref. No: TS440370E
6. Date and Time of Technical Bid Closing: 24.03.2021 11:00 AM
7. Date and Time of Technical Bid Opening: 24.03.2021 11:30 AM
8. No. of Bid Received: 07
9. Criteria of Bid Evaluation: Evaluation and comparison of Bid as per Section-I “Instruction to Bidders” and Section – III “Evaluation and Qualification Criteria” of Bidding Documents.

10. Detail of Bid(s) Evaluation: -

Sr. No.	Name of Bidder	Quoted/Read-Out Price at Bid Opening	Corrected Bid Price after discounts & corrections (Excluding Provisional Sum PKR 387 Mil)	Evaluated Bid Price inclusive of PST (with margin of preference)	Rule/Regulation/SBD*/Policy/Basis for Rejection/ Acceptance as per Rule 35 of PP Rules, 2004
1.	M/s. Consortium of CNTIC & SEC	Euro 2,139,140 + CNY 64,685,614 + PKR 1,168,645,971	Euro 2,139,140 + CNY 64,685,614 + PKR 1,168,645,971	Euro 1,882,443 + CNY 56,923,340 + PKR 1,049,060,454	Lowest Evaluated Responsive Bidder
2.	M/s. Pinggao Group Co. Ltd, China	USD 12,463,830 + Euro 2,263,415 + PKR 898,953,747	USD 12,603,936 + Euro 2,332,972 + PKR 898,513,440	USD 12,603,936 + Euro 2,332,972 + PKR 898,513,440	Responsive but higher in price

3.	M/s. Consortium of Grid Solutions SAS & Netracon Technologies	USD 9,250,865 + Euro 5,014,370 + PKR 1,230,482,701	USD 9,250,865 + Euro 5,014,370 + PKR 1,230,482,701	USD 9,250,865 + Euro 5,014,370 + PKR 1,230,482,701	Responsive but higher in price
4.	M/s China Energy Engineering Group-JSPDI	USD 15,704,722 + PKR 1,150,721,861	USD 15,704,722 + PKR 1,150,721,861	USD 15,704,722 + PKR 1,150,721,861	Responsive but higher in price
5.	M/s Siemens Consortium	USD 17,097,891 + Euro 4,088,984 + PKR 1,455,635,008	USD 17,097,891 + Euro 4,088,984 + PKR 1,455,635,008	USD 13,522,702 + Euro 3,959,010 + PKR 1,076,315,946	Responsive but higher in price
6.	M/s Power China SEPCO1 Electric Power Construction Co. Ltd., China	The bidder was declared <b>Technically Non-Responsive</b> due to the following reasons: As per financial documents attached with the bid, the <b>bidder's net available financial resources are Negative US\$ 12.62 Million</b> . i.e., US\$ 65.07 Million (US\$ 60.87 Million (Working Capital) + US\$ 4.2 Million (Credit line) less of its financial obligations for its current contract commitments of amount US\$ 77.69 Million (as per Form FIN-4) is calculated as Negative US\$ 12.62 Million. Thus, M/s Power China SEPCO 1 Electric Power Construction Co Ltd, china does not meet the requirements of financial resources of US\$ 2.6 million as mentioned in clause 2.3.3 section-III of bidding document.			
7.	M/s Dong Fang Electric Int'l Corporation, China	The bidder was declared <b>Technically Non-Responsive</b> due to the following reasons: The bidder did not provide an unconditional undertaking for type testing and schedule of technical data duly signed and stamped by bidder and duly supported by manufacturer as per sub clause ITB 11.2(k)- V & IV, Section 2 of the tender document with the bid. In this context, the bidder failed to meet the requirement of clause ITB			

	17.3 Section 1 & sub clause ITB 11.2(k) Section 2 of the bidding document. Hence the bidder i.e M/s Dong Fang Electric Int'l Corporation, China is declared as <b>non-responsive</b> in pursuance to clause ITB 11, 32, 34 Section 1 of the tender document.
<b>Lowest Evaluated Responsive Bidder</b>	<b>M/s. China National Technical Import &amp; Export and Shanghai Electric Group Co. Ltd. (JV)</b> Room No. 2207, Genertec Plaza, No. 90, Xisanhuan Zhonglu, Beijing 100055, P.R. China Tel: +86 1370 115 4991. Fax: +86 010 6334 8766 Email: <a href="mailto:businessquan@163.com">businessquan@163.com</a> <b>Award Price: EURO 1,882,443 + RMB 56,923,340 + PKR 876,960,454</b> <b>Exclusive of provisional sum of PKR 172,100,000/-</b>

**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.