

Annexure – I  
(See Regulation 2)

**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 WB-08A-2020: DESIGN, SUPPLY AND  
INSTALLATION OF AUGMENTATION WORKS AT 220KV T.M KHAN ROAD &  
HALA ROAD GRID STATION & EXTENSION WORKS AT 500KV JAMSHORO GRID  
STATION
- TENDER NUMBER WB-08A-2020
- BRIEF DESCRIPTION OF CONTRACT The works includes the Engineering,  
Supply and Construction Services for Augmentation of two (2x250MVA Three Phase Auto  
Transformers) 220/132kV Transformers in each 220kV T.M Khan Road & Hala Road Grid  
Station & extension of one (1x160MVA Three Phase Auto Transformers) 220/132kV  
Transformer at 500kV Jamshoro Grid Station.
- CONTRACT VALUE: USD 10,472,587 (US Dollar Ten Million, Four Hundred & Seventy-  
Two Thousand, Five Hundred & Eighty-Seven Only) + PKR 352,833,533 (Three Hundred  
and Fifty-Two Million, Eight Hundred & Thirty-Three Thousand, Five hundred & Thirty-  
Three Only) Inclusive of all Taxes & Duties
- ENGINEER'S ESTIMATE USD: 9.8 Million (Without  
Taxes and Duties)
- ESTIMATED COMPLETION PERIOD 18 months from the date of Effectiveness.
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?  
**YES**
- ADVERTISEMENT:
- (i) PPRA Website Yes, Ref No. TS426839E  
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) Newspaper Yes, Published on 17-07-2020 (Business  
Recorder + Nawa-I-Waqt)
- TENDER OPENED ON (DATE AND TIME) 23-09-2020 at 11:30 A.M.

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ntdc 21221, A

- NATURE OF PURCHASE **International**
- EXTENSION IN DUE DATE (If any) **Yes. (One extension from 09-09-2020 to 23-09-2020)**
- NUMBER OF TENDER DOCUMENTS SOLD **14 (List Attached)**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS **Yes**
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS **Yes**
- 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 \_\_\_\_\_
- WHO IS THE APPROVING AUTHORITY **Board of Director NTDC**
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING **Not Applicable.**
- NUMBER OF BIDS RECEIVED **04**
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER **Yes, Single Stage Two Envelop Bidding Procedure was utilized. Hence the Technically Qualified Bidder with least Cost was Selected**
- WHETHER INTEGRITY PACT WAS SIGNED **World Bank Anti-Corruption Guidelines were Signed**

PUBLIC PROCUREMENT REGULATORY AUTHORITY  
(PPRA)

CONTRACT AWARD PROFORMA – II

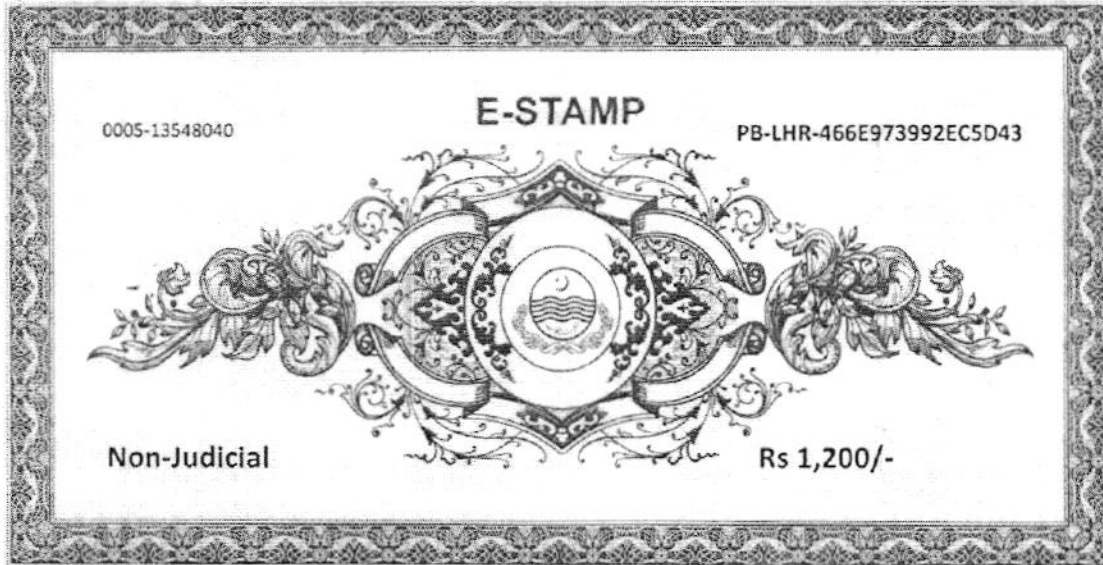
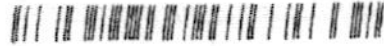
To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works,  
Services and Goods worth Fifty Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04 Nos.
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Joint Venture of M/s China National Technical Imp. & Exp. Corporation – Shanghai Electric Group Co. Ltd.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1<sup>st</sup>
- NEED ANALYSIS (Why procurement was necessary?) The procurement was essential for enhancement of transformation capacity at 220KV T.M Khan Road Hyderabad, Hala Road Grid Station and 500kV Jamshoro Grid Station
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) Yes. One extension was made to provide sufficient response time to bidders after issuance of pre-bid clarifications.
- 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 10-08-2021 (Copy of agreement attached)
- CONTRACT AWARD PRICE: USD 10,472,587 + PKR 352,833,533 (Inclusive of all Taxes & Duties)
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes, Evaluation Results were floated on NTDC / PPRA/UNDB websites (Yes/No)  
(Bid evaluation results attached)
- 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) No Special Conditions were agreed other than Contract Provisions as per Contract Agreement Book Attached.

Sr.#	Name of Purchaser WB-07E-2020
1.	<b>M/s. Siemens Consortium WB-07E-2020</b> 2 <sup>nd</sup> Floor, State Life Building 15-A, Sir Agha Khan Road, Lahore UAN: 42-111 077 088 Ext. 531, Tel: 042-37319531, Fax: 042-36363126 Cell: 0322-2224346 Email: <a href="mailto:ahmad.faraz@siemens.com">ahmad.faraz@siemens.com</a>
2.	<b>M/s. China National Electric Engineering Co. Ltd.</b> 121-A, Street No. 5, Phase-I, D.H.A. Lahore Tel: 042-35691301-3, Fax: 042-35691305 Email: <a href="mailto:cneec.lahore@gmail.com">cneec.lahore@gmail.com</a>
3.	<b>M/s. Powerchina SEPCO1 Electric Power Construction Co. Ltd.</b> House No. 374, Sector-A, Street No.23, Phase-V, DHA, Lahore Email: <a href="mailto:wb6299@especo1.com">wb6299@especo1.com</a> Cell: 0313-4788133
4.	<b>M/s. Descon Engineering Limited Lahore</b> Descon Headquarters: 18-Km, Ferozpur Road, Lahore Tel: 042-111-337-266, Fax: 042-35401938 Email: <a href="mailto:descon@descon.com">descon@descon.com</a>
5.	<b>M/s. NWEPI – CNEEC (JV)</b> House No. 92-B (1), Street No. 6, CMA Colony Lahore Cantt. Email: <a href="mailto:nacemibrahim242@gmail.com">nacemibrahim242@gmail.com</a> , Cell: 0321-9465425
6.	<b>M/s ICC (Pvt) Limited</b> 242-A, Anand Road, Upper Mall, P.O Box 1280, Lahore. Tel: 35757123 28 Fax: 35712594 Email: <a href="mailto:icc@eyber.net.pk">icc@eyber.net.pk</a>
7.	<b>M/s. Xian Electric – JBL JV</b> 8-S, Mushtaq Ahmed Gurmani Road, Gulberg-II, Lahore Tel: 042-111527527, Fax: 042-35778989, Cell: 0344-4566959 Email: <a href="mailto:info@jaffer.com">info@jaffer.com</a>
8.	<b>M/s. NARI Technology Co. Ltd. China</b> House No. 28/42 Davis Road, Lahore Tel: 0309-9337379

<p>9.</p> <p>✓</p> <p>③</p>	<p><b>M/s. China Tianchen Engineering Corporation Through:</b></p> <p>M/s. Transmark International Pvt. Ltd. Lahore  Suite No. 21, Floor No. 4, Big City Plaza, Main Boulevard Gulberg, Lahore  Tel: 042-35773830-31, Fax: 042-35773832  Email: <a href="mailto:info@transmark.com.pk">info@transmark.com.pk</a></p>
<p>10.</p>	<p><b>M/s. National Contracting Co. Ltd. Kingdom of Saudi Arabia</b></p> <p>2<sup>nd</sup> Floor, Building 6A, Phase 8, Eden City, DHA, Lahore  Tel: 042-37337734, Cell: 0346-5977607  Email: <a href="mailto:info.mtcelhr@gmail.com">info.mtcelhr@gmail.com</a></p>
<p>11.</p>	<p><b>M/s. CCCE - Descon Consortium 220kv WAPDA Town &amp; 500kv Lahore (Sheikhupur) G/S Project</b></p> <p>Descon Headquarters: 18-Km, Ferozpur Road, Lahore  Tel: 042-111-337-266, Fax: 042-35401938  Email: <a href="mailto:descon@descon.com">descon@descon.com</a></p>
<p>12.</p> <p>✓</p> <p>①</p>	<p><b>M/s. China National Technical Imp. &amp; Exp. Corporation – Shanghai Electric Group Co. Ltd. (JV)</b></p> <p>Room No. 2207, Generetec Plaza, No. 90, Xisanhuan Zhonglu, Beijing 100055 P.R. China  Tel: +8613701154991, Fax: +8601063348766  Email: <a href="mailto:businessquan@163.com">businessquan@163.com</a></p>

K102736



Description : AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)  
 First Party : JV of CNTIC and SEG China [10000-0000000-0]  
 Second Party : NTDC [10000-0000000-0]  
 Agent : IQBAL [35202-9828828-5]  
 Stamp Duty Paid by : JV of CNTIC and SEG China [10000-0000000-0]  
 Issue Date : 28-Jul-2021, 11:12:05 AM  
 Paid Through Challan : 2021D9D4DEB3231B  
 Amount in Words : One Thousand Two Hundred Rupees Only

Please Write Below This Line

## Contract Agreement

THIS AGREEMENT is made the \_\_\_\_\_ day of 10 AUG 2021, 2021,  
 BETWEEN

(1) NATIONAL TRANSMISSION AND DESPATCH COMPANY (NTDCL), a corporation incorporated under the laws of Pakistan and having its principal place of business at *8th Floor Shaheen Complex, Egerton Road, Lahore, Pakistan* (hereinafter called "the Employer"), and (2) JOINT VENTURE OF CHINA NATIONAL TECHNICAL IMPORT & EXPORT CORPORATION AND SHANGHAI ELECTRIC GROUP CO. LTD., a company incorporated under the laws of China and having its principal place of business at *Room No. 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. WB-07E-2020 Augmentation Works at 220kV WAPDA Town and 500kV Lahore (Sheikhupura) Grid Stations ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1. 1.1 Contract Documents (Reference GCC Clause 2)**

**Contract Documents**

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:

- This Contract Agreement and the Appendices hereto
- Letter of Acceptance No. CE/MP&M/M(MC)/DM-II/WB-07E/25204 Dated: 22-06-2021



Handwritten signature





**E-STAMP**  
CONTINUATION SHEET

- (c) Minutes of Pre-Award Meeting vide our letter No. CE/MP&M/M(MC)/DM-II/ Dated: held on 16<sup>th</sup> June 2021.
- (d) Letter of Bid and Price Schedules (original & Revised) submitted by the Contractor
- (e) Particular Conditions
- (f) General Conditions
- (g) Tender Specification
- (h) Tender Drawings
- (i) Other completed Bidding forms submitted with the Bid and technical data sheets.
- (j) Any other documents forming part of the Employer's Requirements (Section VII – Employer's Requirements)
- (k) Post Bid Clarification issued by the employer and responses provided by the contractor.
- (l) Pre-Bid Clarification and Addenda/ Amendments issued by the employer to the bidding document.

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.

Article 2. 2.1 Contract Price (Reference GCC Clause 11)

Contract  
Price and  
Terms of  
Payment

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: **USD 12,325,776** (*USD Twelve million, three hundred & twenty five thousand, seven hundred & seventy six only*) + **PKR 93,512,759** (*PKR Ninety three million, five hundred and twelve thousand, seven hundred and fifty nine only*) exclusive of contingencies **USD 610,000** (*USD Six thousand and ten thousand only*) + **PKR 87,000,000** (*PKR Eighty seven million only*) and total estimated federal and provincial sales and services taxes & custom duties of **PKR 121,528,459** (*PKR One Hundred Twenty One Million, Five Hundred Twenty Eight Thousand, Four Hundred Fifty Nine Only.*), 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.



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**E-STAMP**  
CONTINUATION SHEET

The Employer may instruct its bank to issue an irrevocable documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of: *US\$ 8,465,435 (USD Eight Million Four Hundred Sixty-Five Thousand and Four Hundred Thirty-Five Only) i.e., 70% of Schedule No. 01 Price*; and shall be subject to the Uniform Customs and Practice for Documentary Credits 2207 Revision, ICC Publication No. 600.

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.

- Article 3. 3.1 Effective Date (Reference GCC Clause 1)  
Effective Date  
The Effective Date from which the Time for Completion of the Facilities shall be counted 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.
  - (e) Site Hand Over Completed
- 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 two (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. 4.1 The address of the Employer for notice purposes, pursuant to GCC 4.1 is: Chief Engineer (MP&M) 8th Floor Shaheen Complex, Egerton Road, Lahore, Pakistan  
Communications  
4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: Room 2208B, Genertec Plaza, No.90, Xisanhuan Zhong Lu, Beijing 100055, China.
- Article 5. 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.  
Appendices  
5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.



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**E-STAMP**  
CONTINUATION SHEET


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.

Signed by, for and on behalf of the Employer

<b>Signed by, for and on behalf of EMPLOYER</b>	
National Transmission & Despatch Company Limited (NTDCL)	
Signature: _____	
Name: <u>Ashar Ali</u>	
Title: <u>Chief Engineer (MP&amp;M) NTDC</u>	
Date: _____	

<b>Signed by, for and on behalf of CONTRACTOR</b>	
Joint Venture of China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd.	
Signature: _____	<b>中国技术进出口集团有限公司</b>
Name: <u>Wu Dequan</u>	<b>CHINA NATIONAL TECHNICAL</b>
Title: <u>Marketing Director</u>	<b>IMPORT &amp; EXPORT CORPORATION</b>
Date: _____	(29)

<b>In presence of</b>	
Name: <u>SAJID KHAN</u>	Signature: _____



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

- |                                  |  |
|----------------------------------|--|
| 1. Name of Procuring Agency      | <b><u>National Transmission and Despatch Co. Ltd (NTDCL)</u></b>   |
| 2. Method of Procurement         | <b><u>Inter-National Competitive Bidding (ICB)</u></b>   |
| 3. Title of Procurement          | DESIGN, SUPPLY AND INSTALLATION OF AUGMENTATION WORKS AT 220KV WAPDA TOWN & 500KV LAHORE (SHEIKHUPURA) GRID STATION            |
| 4. Tender Inquiry No.            | <b><u>WB-07E-2020</u></b>  |
| 5. PPRA Ref No.                  | <b><u>TS425887E</u></b>  |
| 6. Date & Time of Bid Closing    | <b><u>18/09/2020 02:00 P.M.</u></b>  |
| 7. Date & Time of Bid Opening    | <b><u>Technical: 18/09/2020 02:30 P.M.</u></b><br><b><u>Price: 15/03/2021 11:00 A.M.</u></b>                                   |
| 8. No of Bids Received           | <b><u>03</u></b>   |
| 9. Criteria for Bid Evaluation   | <b><u>Evaluation and Comparison of Bid as per Section-III "Evaluation and Qualification Criteria" of Bidding Documents</u></b> |
| 10. Details of Bid(s) Evaluation |  |

Name of the Bidders	Marks		Quoted Discounted Bid Price (including contingencies and excluding taxes and duties)	Total Evaluated Bid Price excluding Contingencies and Taxes and Duties (PKR)	Remarks
	Technical (If Applicable)	Financial (If Applicable)			
M/s. China National Technical Import & Export Corporation - M/s. Shanghai Electric Group Co. Limited (JV)	NIL	NIL	USD: 12,935,770.87 + PKR: 180,512,758.86 (Including Contingencies of USD: 610,000 & PKR: 87,000,000)	<b>USD: 12,325,776 + PKR 93,512,759</b>	Responsive
M/s. Power China SEPCO1 Electric Power Construction Co. Limited	NIL	NIL	CNY: 87,923,231.55 + USD: 610,000 + PKR: 416,779,977.45 (Including Contingencies of USD: 610,000 & PKR: 87,000,000)	<b>CNY: 87,923,232 + PKR: 329,799,977</b>	Responsive but higher in price
M/s. China Tianchen Engineering Corporation	NIL	NIL	<b>Non-Responsive</b>  Bidder does not meet the requirements of Clause 2.3 Financial Situation, Sub-Clause 3.3 Financial Resources and Clause 2.4 Experience, Sub -Clause 4.2(a) and 4.2 (b) specific experience of Section III: Evaluation & Qualification Criteria		

**11. Lowest Evaluated Responsive Bidder**

M/s. China National Technical Import & Export Corporation - M/s. Shanghai Electric Group Co. Limited (JV)

Nil

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

Signature \_\_\_\_\_

Official Stamp Chief Engineer (MP&M) NTDC

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