

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-07E-2020: DESIGN, SUPPLY AND
INSTALLATION OF AUGMENTATION WORKS AT 220KV WAPDA TOWN AND
500KV LAHORE (SHEIKHUPURA) GRID STATIONS UNDER WORLD BANK LOAN
NO. 8814-PK: NATIONAL TRANSMISSION MODERNIZATION PROJECT-I
- TENDER NUMBER WB-07E-2020
- BRIEF DESCRIPTION OF CONTRACT: The works includes the Engineering, Supply and
Construction Services for Augmentation of Three (3x250MVA Three Phase Auto-
Transformers) 220/132kV Transformers at Wapda Town Grid Station and Augmentation of
Four 4 (4 x 250 MVA Three Phase Auto-Transformers) 220/132kV Transformers at Lahore
(Sheikhupura Grid Station)
- CONTRACT VALUE: USD 12,935,776 (US Dollar Twelve Million Nine Hundred Thirty-
Five Thousand Seven Hundred Seventy-Six Only) + PKR 302,041,218 (Pak Rupees Three
Hundred & Two Million Forty-One Thousand Two Hundred Eighteen Only)
(Inclusive of all taxes/duties and provisional sums)
- ENGINEER'S ESTIMATE 15.16 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. TS425887E
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) Newspaper Yes, Published on 06-07-2020 (Nawa-i-
Waqat and Pakistan Observer)
- TENDER OPENED ON (DATE AND TIME) 18-09-2020 at 02:30 PM
- NATURE OF PURCHASE International

2 ntdc 2/24. P 3159

- EXTENSION IN DUE DATE (If any) ` Yes. (One extension from 02-09-2020 to 18-09-2020)
- NUMBER OF TENDER DOCUMENTS SOLD 12 (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 03
- 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

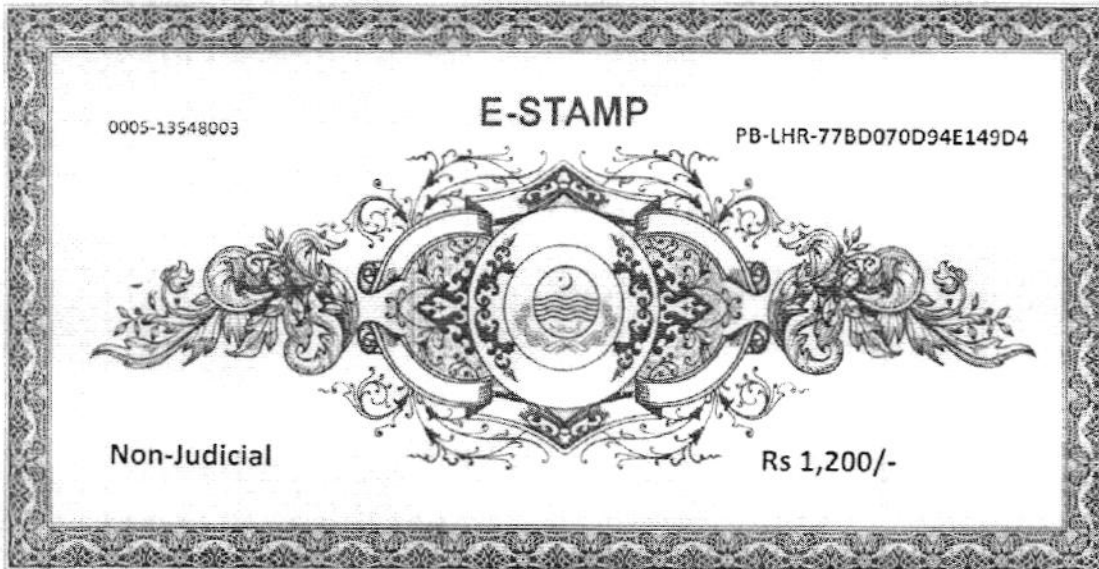
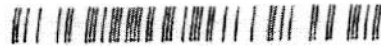
To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works,
Services and Goods worth Fifty Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03 Nos.
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Joint Venture of M/s China National Technical Imp. & Exp. Corporation –M/s Shanghai Electric Group Co. Ltd.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1st
- NEED ANALYSIS (Why procurement was necessary?) The procurement was essential for Enhancement of transformation capacity at 220kV Wapda Town Grid Station & 500kV Shekhupura 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 12,935,776 + PKR 302,041,218 (Inclusive of all taxes/duties and provisional sums)
- 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-08A-2020
1.	<p>M/s. SepcoIII Electric Power Construction Corporation</p> <p>593 Central Block, Bahria Orchard, Raiwind Road, Lahore Cell: 0312-0679999 Email: kuan.liu@sepcos.com</p>
2. ✓ (3)	<p>M/s. Siemens Pakistan Engineering Co. Ltd.</p> <p>2nd 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: ahmad.faraz@siemens.com</p>
3.	<p>M/s. Descon Engineering Limited Lahore</p> <p>Descon Headquarters: 18-Km, Ferozpur Road, Lahore Tel: 042-111-337-266, Fax: 042-35401938 Email: descon@descon.com</p>
4.	<p>M/s. China Energy Engineering Group Northeast No.2 Electric Power Construction Co. Ltd.</p> <p>House No. 1, Street No. 60, F7/4, Islamabad Cell: 0310-1747866, 0311-4163777 Email: zoujiaweily@gmail.com</p>
5.	<p>M/s ICC (Pvt) Limited</p> <p>242-A, Anand Road, Upper Mall, P.O Box 1280, Lahore. Tel: 35757123 28 Fax: 35712594 Email: icc@cyber.net.pk</p>
6.	<p>M/s. Central Southern China Electric Design Institute Co. Ltd. Through:</p> <p>M/s. SM Associates Trade & Services Lahore 413-N, Street No. 2 Phase-VI, DHA, Lahore Cell: 0304-1432907, 0316-1432907 Email: changenadir62@gmail.com</p>
7.	<p>M/s. China National Electric Engineering Co. Ltd.</p> <p>121-A, Street No. 5, Phase-I, D.H.A. Lahore Tel: 042-35691301-3, Fax: 042-35691305 Email: cneec.lahore@gmail.com</p>
8.	<p>M/s. Xian Electric – JBL JV</p> <p>8-S, Mushtaq Ahmed Gurmani Road, Gulberg-II, Lahore Tel: 042-111527527, Fax: 042-35778989, Cell: 0344-4566959 Email: info@jaffer.com</p>

9. ✓ ④	<p>M/s. Powerchina HYPEC - HEPSEC Consurtium</p> <p>425-525 MW CCPP Nandipur Gurjranwala Tel: +92-31-55242358, Cell: 0347-4671474 Email: xingyf-js@powerchina-hb.com</p>
10.	<p>M/s. Taikai Group Shandong Taikai Power Engineering Co. Ltd. China Through:</p> <p>M/s. Suncrest International Lahore 16-Atta Turk Block, New Garden Town, Lahore Tel: 042-35952086, Fax: 042-35952087, Cell: 0321-4464635 Email: suncrest.intl@gmail.com</p>
11.	<p>M/s. National Contracting Co. Ltd. Kingdom of Saudi Arabia</p> <p>2nd Floor, Building 6A, Phase 8, Eden City, DHA, Lahore Tel: 042-37337734, Cell: 0346-5977607 Email: info.mtcelhr@gmail.com</p>
12.	<p>M/s. CCCE – DESCON 220kv T.M Khan Road & Hala Road G/S & Extension Works at 500kv Jamshoro G/S</p> <p>Descon Headquarters: 18-Km, Ferozpur Road, Lahore Tel: 042-111-337-266, Fax: 042-35401938 Email: descon@descon.com</p>
13. ✓ ①	<p>M/s. CSEPDI – Transmark (JV)</p> <p>Suite No. 21, Floor No. 4, Big City Plaza, Main Boulevard Gulberg, Lahore Tel: 042-35773830-31, Fax: 042-35773832 Email: info@transmark.com.pk</p>
14. ✓ ②	<p>M/s. China National Technical Imp. & Exp. Corporation – Shanghai Electric Group Co. Ltd. (JV)</p> <p>Room No. 2207, Generetec Plaza, No. 90, Xisanhuan Zhonglu, Beijing 100055 P.R. China Tel: +8613701154991, Fax: +8601063348766 Email: businessquan@163.com</p>

K182735



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, 11:10:58 AM
Paid Through Challan	: 20219F2B3DDECEDB
Amount in Words	: One Thousand Two Hundred Rupees Only

Please Write Below This Line

Contract Agreement

THIS AGREEMENT is made the _____ day of 11 0 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 Pakistan 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-08A-2020 Augmentation Works at 220kV T.M Khan Road & Hala Road Grid Station & Extension Works at 500kV Jamshoro Grid Station ("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. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2)

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 Appendices hereto





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CONTINUATION SHEET

- (b) Letter of Acceptance No. CE/MP&M/M(MC)/AM-MC/WB-08A/25203 Dated: 22-06-2021
- (c) Minutes of Pre-Award Meeting our letter No. CE/MP&M/M(MC)/AM-MC/ Dated: held on 16th June 2021.
- (d) Letter of Bid and Price Schedules 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. 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: **USD 10,077,587** (USD ten million, seventy-seven thousand, five hundred and eighty seven only) + **PKR 180,611,928** (PKR one hundred & eighty million, six hundred and eleven thousand, nine hundred and twenty-eight only) exclusive of contingencies **USD 395,000** (USD three hundred ninety-five thousand only) + **PKR 56,250,000** (PKR fifty-six million two hundred and fifty thousand only) and total estimated federal and provincial sales and services taxes & custom duties of **PKR 115,971,605** (PKR One Hundred Fifteen Million, Nine Hundred Seventy-One Thousand, Six Hundred Five Only.), or such other sums as may be





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CONTINUATION SHEET

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 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\$ 6,861,586 (USD Six Million Eight Hundred Sixty-One Thousand and Five Hundred Eighty-Six 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. Effective Date

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

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. Communications

- 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





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CONTINUATION SHEET

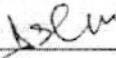

4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: *Room 2208B, Genertec Plaza, No.90, Xisanhuan Zhong Lu, Beijing 100055, China*

**Article
Appendices**

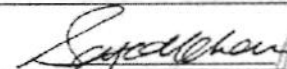
5. 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
- 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

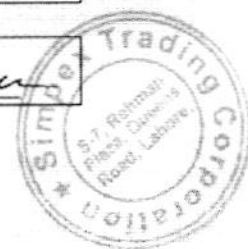
IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

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

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

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



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

- | | |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Name of Procuring Agency | National Transmission and Despatch Co. (NTDC) |
| 2. Method of Procurement | International Competitive Bidding (ICB) |
| 3. Title of Procurement | Design, Supply and Installation of Augmentation Works at 220kV T.M Khan Road & 220kV Hala Road Grid Station & Extension Works at 500kV Jamshoro Grid Station |
| 4. Tender Inquiry No. | WB-08A-2020 |
| 5. PPRA Ref No. | TS426839E |
| 6. Date & Time of Bid Closing | 23/09/2020 11:00 A.M. |
| 7. Date & Time of Bid Opening | Technical: 23/09/2020 11:30 A.M.
Price: 22/03/2021 11:00 A.M. |
| 8. No of Bids Received | 4 |
| 9. Criteria for Bid Evaluation | Evaluation and Comparison of Bid as per Section-III "Evaluation and Qualification Criteria" of Bidding Documents |
| 10. Details of Bid(s) Evaluation | |

Name of the Bidders	Marks		Quoted Bid Price	Corrected/ Discounted Bid Price (Excluding Contingencies and Taxes & Duties)	Evaluated Bid Price (Excluding Contingencies and Taxes & Duties & Including Impact of Capitalization)	Remarks
	Technical (If Applicable)	Financial (If Applicable)				
Joint Venture of China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd.	NIL	NIL	USD 10,477,177.26 + PKR 236,861,928	USD 10,077,587 + PKR 180,611,928	PKR 2,765,726,735	Responsive
Siemens (Pakistan) Engineering Co. Ltd Lahore.	NIL	NIL	EUR 215,566 + USD 9,237,557 + PKR 688,343,040	EUR 191,752 + USD 7,779,945 + PKR 563,141,043	PKR 2,796,059,750	Responsive but higher in price
POWERCHINA HYPEC-HEPSEC Consortium	NIL	NIL	Non-responsive Bidder's bid is rejected as they failed to submit unconditional bank guarantee as per ITB clause 20.3.			
CSEPDI-TRANMSARK (JV)	NIL	NIL	Non-responsive Bidder's bid is rejected due to Specific Experience fails to meet the requirement of Clause 2.4 Sub-Clause 4.2 (a) and 4.2 (b) Specific Experience of Section III Evaluation & Qualification Criteria.			

11. Lowest Evaluated Bidder: **Joint Venture of China National Technical Import & Export Corporation and Shanghai Electric Group Co. Ltd.**
12. Any other additional/supporting information the procuring agency may like to share **NIL**

Signature: _____
Official Stamp: CHIEF ENGINEER (MP&M) NTDC

Note: The above evaluation results are based on 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.