

**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 (NTDC)

➤ FEDERAL / PROVINCIAL GOVT FEDERAL

TITLE OF CONTRACT:

FOR PROCUREMENT OF 220V AND 110V BATTERY BANKS FOR 500KV & 220KV SUBSTATIONS UNDER GM(AM) NORTH, NTDC.

LOT-I: PROCUREMENT OF 220V DC, 600AH LEAD ACID BATTERY BANK.

➤ TENDER NUMBER NOR-133-2023 (LOT-I).

FOR PROCUREMENT OF 220V AND 110V BATTERY BANKS FOR 500KV & 220KV SUBSTATIONS UNDER GM(AM) NORTH, NTDC.

➤ TENDER VALUE **LOT-I: PKR: 16,500,000 (EX-WORKS).**

➤ ENGINEER'S ESTIMATE N/A (FOR CIVIL WORKS ONLY)

➤ ESTIMATED COMPLETION PERIOD 180 DAYS FROM THE DATE OF SINGING OF CONTRACT AGREEMENT

➤ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? YES/NO

➤ ADVERTISEMENT:

i. PPRA WEBSITE YES, DATED: 28.09.2023 PPRA REF. NO. TS521592E YES/NO
(FEDERAL AGENCIES) (IF YES GIVE DATE AND PPRA'S TENDER NUMBER)

ii. NEWSPAPER YES, NATIONAL NEWSPAPERS (DAILY NAI BAAT AND BUSINESS RECORDER) PUBLISHED ON 28.09.2023 YES/NO (IF YES GIVE NAMES OF NEWSPAPERS AND DATES)

➤ TENDER OPENED ON (DATE AND TIME) 02.11.2023 AT 11:30 AM (TECHNICAL).
21.12.2023 AT 11:30 AM (FINANCIAL)

➤ NATURE OF PURCHASE INTERNATIONAL LOCAL/INTERNATIONAL

➤ EXTENSION IN DUE DATE (IF ANY) NO. YES/NO

➤ NUMBER OF TENDER DOCUMENTS SOLD 01 NO. FOR COMPLETE TENDER (ATTACH LIST OF BUYERS) (LIST OF BUYERS IS ATTACHED AS ANNEX-A)

3 ntde 18/24 . 9

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS YES
(YES/NO) (IF YES ENCLOSE A COPY) (**ATTACHED AS ANNEX-B**)

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS YES
(YES/NO) (IF YES ENCLOSE A COPY) (**ATTACHED AS ANNEX-C**)

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (TICK ONE)

a. SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

b. SINGLE STAGE – TWO ENVELOPE PROCEDURE _____

c. TWO STAGE BIDDING PROCEDURE _____

d. TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (I.E. EMERGENCY, DIRECT CONTRACTING, AND NEGOTIATED TENDERING ETC.)

➤ WHO IS THE APPROVING AUTHORITY MANAGING DIRECTOR, NTDC

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

➤ NUMBER OF BIDS RECEIVED ONE (01) NO. FOR ALL LOT.

➤ 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 **ONE (01) NO. FOR ALL LOTS.**
- 1. NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **M/S. PAKISTAN ACCUMULATORS PVT., LTD.,
CORPORATE OFFICE NO. 02, STREET 63, F-8/4 ISLAMABAD.**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT **1ST**
- NEED ANALYSIS (WHY PROCUREMENT WAS NECESSARY?) **PROCUREMENT WAS MADE TO
ENSURE THE SMOOTH DISPERSAL OF POWER.**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (BRIEFLY
DESCRIBE) **N/A**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF
OPENING OF BIDS **YES** YES/NO
- DATE OF CONTRACT SIGNING **06.03.2024** (ATTACH A COPY OF AGREEMENT) (**ATTACH AS
ANNEX-D**)
- CONTRACT AWARD PRICE **LOT-I: PKR: 16,500,000 (EX-WORKS).**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS **YES, EVALUATION RESULTS
WERE FLOATED ON NTDC / PPRA WEBSITES** (YES/NO) (ATTACH COPY OF THE BID EVALUATION
REPORT) (**ATTACH AS ANNEX-E**)
- ANY COMPLAINTS RECEIVED **NO** (YES/NO) (IF YES RESULT THEREOF)
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS **NO**
(YES/NO) (IF YES GIVE DETAILS)
- DEVIATION FROM QUALIFICATION CRITERIA **NO** (YES/NO) (IF YES GIVE DETAILS)
- SPECIAL CONDITIONS, IF ANY (GIVE BRIEF DESCRIPTION) **SPECIFICATIONS TECHNICAL
PROVISIONS ARE ATTACHED AS ANNEX-F.**

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

SPECIAL PROVISIONS**SP-01 SCOPE****SP-01.1 SCOPE OF SUPPLY**

The scope of supply includes following Goods to meet requirement of material at:

- i. 500kV G/S Yousafwala, 500kV G/S Sheikhupura, 500kV G/S Nokhar.
- ii. 220kV G/S Shalamar, 220kV G/S Okara, 220kV G/S NKLP Lahore, 220kV G/S Nishatabad Faisalabad, 220kV G/S T.T Singh, 220kV G/S Summandari Road Faisalabad, 220kV G/S Ludewala Sargodha, 220kV G/S Ravi Lahore, 220kV G/S KSK, 220kV G/S WAPDA Town, 220kV G/S Sialkot, 220kV G/S Jaranwala Faisalabad.

Lot-I: Procurement of 220V-600AH Lead Acid Battery Bank

Sr. No.	Description	Qty (Nos.)
1.	220V DC, 600AH Lead Acid Battery Bank complete with accessories as per NTDC specification P-132:2019.	02

Lot-II: Procurement of 220V & 110V 300AH Lead Acid Battery Bank

Sr. No.	Description	Qty (Nos.)
1.	220V DC, 300AH Lead Acid Battery Bank complete with accessories as per NTDC specification P-132:2019.	10
2.	110V DC, 300AH Lead Acid Battery Bank complete with accessories as per NTDC specification P-132:2019.	02

Lot-III: Procurement of 110V-150AH Lead Acid Battery Bank

Sr. No.	Description	Qty (Nos.)
1.	110V DC, 150AH Lead Acid Battery Bank complete with accessories as per NTDC specification P-132:2019.	13

SP-02 DRAWINGS**SP-02.1 Drawings in Contract****SP-02.1.1 Specification Drawings**

The specification drawings contained in the Contract Documents show the Specifications and Scope of material to be supplied by the Supplier.

SP-02.1.2 Supplier's Bid Drawings

The bid drawings are the drawings prepared by the Supplier for bidding purposes, and shall be part of his Bid.

The specification drawings and Supplier's bid drawings shall not be used for manufacturing of Goods unless specific instructions for such use are given by the Engineer.

SP-02.1.3 Approved Drawings

The manufacturing shall be carried out in accordance with the approved drawings/data.

SP-02.2 Drawings and Other Data to be furnished by the Supplier

All drawings shall be in English language and all dimensions shall be in Metric System. Symbols shall be in accordance with IEC standards. All drawings shall be clearly marked "National Transmission and Despatch Company (NTDC)- (specify item name) _____". All drawings/data submitted for approval shall conform to ISO paper sizes A3 or A4.

The Supplier shall submit detailed drawings/data for approval by the Engineer, in accordance with provisions of Contract, and the additional requirements specified in the respective Clauses hereof. The drawings/data shall be complete in all respects, shall have been reviewed and checked by the Supplier and shall be submitted in due time and in logical order to facilitate proper coordination.

SP-02.2.1 Goods Drawings and Specific Goods Data

The Supplier shall submit the following drawings and Specific Goods Data within fifteen (15) days after issuance of Letter of Acceptance for approval of the Engineer, together with overall and handling weights and dimensions of the Goods to be provided under the Contract.

- (i) Detailed drawings and Specific Goods Data sheets for the Equipment in the respective Lots.
- (ii) Packing details & drawings.
- (iii) Test program indicating arrangement & details of all tests to be carried out and their tentative schedule.

- (iv) Any other information and drawing which may be required by the Engineer.

The time for approval of the Supplier's above mentioned submissions shall be fourteen (14) working days after its receipt thereof.

SP-02.2.2 Data other than Drawings

All applicable requirements of this Clause and mentioned elsewhere in this document with reference to drawings to be prepared by the Supplier shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data submitted for approval.

SP-02.3 Submission and Approvals

SP-02.3.1 Drawings for Approval

Drawings for approval, shall be distributed through international couriers to addresses and in number as specified in Sub-Clause SP-02.3.6 hereof.

All drawings submitted for approval shall be provided with a blank white space, approximately 90 mm in height by 120 mm in width, near the lower right-hand corner to be used for notations by the Engineer.

SP-02.3.2 Approval of Drawings/Data

- (1) All changes will be made and will be marked "APPROVED", "APPROVED EXCEPT AS NOTED" or "RETURNED FOR CORRECTION" on the relevant drawings/data. One print will be returned to the Supplier. The other shall be retained by the Engineer for his own use and for the use of Procuring Agency and shall serve as the Master Copy and shall prevail in case of any doubt or discrepancy subsequently arising.
- (2) If the drawing/data is returned to the Supplier stamped "APPROVED" he may immediately proceed with the manufacturing of Goods. Any drawing/data marked "APPROVED" by the Engineer shall be known as an "Approved Drawing".
- (3) If the drawing/data is returned to the Supplier stamped "APPROVED EXCEPT AS NOTED" he may proceed with the manufacturing of Goods taking into account the corrections and comments noted on the drawing/data. The Supplier shall revise the drawings/data as required and resubmit them in the same routine as before for record purposes.

- (4) If the drawing/data is returned to the Supplier stamped "RETURNED FOR CORRECTION" he shall not proceed with the manufacturing of Goods but shall make the changes and corrections or prepare new drawings/data and resubmit the revised drawing/data to the Engineer for approval at no change in price or Delivery & Completion Schedule. Resubmitted prints and calculations will be subject to the same routine as stated before. Time required for such revisions and re-submittals of drawings/data or calculations will not entitle the Supplier to any extension in Contractual Completion time.
- (5) If the Supplier does not agree with exceptions taken by the Engineer, the Supplier shall state in his letter of re-submittal his reasons for not complying with the Engineer's exceptions. Revision number and date and description of change shall be shown on all drawings or calculations revised.

SP-02.3.3 Manufacturing Prior to Approval

Any manufacturing/fabrication of Goods done prior to the approval of drawings & data shall be at the Supplier's risk. The Engineer shall have the right to reject the said Goods if not conforming to required specifications and drawings or to request additional details and to require the Supplier to make any change(s) which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to Procuring Agency. The approval of the drawings & data by the Engineer shall not be construed as a complete check but will indicate only that the detailing is satisfactory. Approval by the Engineer of the Supplier's drawings & data shall not be held to relieve the Supplier of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the Supplier's drawings & data or for correct fit and use of assembled Goods furnished by the Supplier.

SP-02.3.4 Sequence of Submission

The sequence of submission of all drawings shall be such that all information is available for checking each drawing when it is received.

SP-02.3.5 Approved Drawings/Data and Revisions

All approved drawings/data shall form part of the Contract. If revisions are required after a drawing/data has been approved, the Supplier shall furnish for approval additional copies specified for the initial submission, prior to such revision(s).

SP-02.3.6 Distribution of Drawings and Documents

The drawings and documents shall be submitted to the Engineer/ Procuring Agency within the time given in the Contract or within such reasonable time as the Engineer may require, and in the number as specified hereunder:

Documents	Engineer		Procuring Agency / Project Director	Total
	Head Office	Site Office		
Drawings for approval	3	-	1	4
Approved Drawings	2	2	1	5
Schedules, specifications and other documents/data	2	1	1	4
Record (As-Built) Drawings and Data	2	-	4	6
Reproducible transparency Record (As-Built) Drawings	1	-	1	2
Record (As-Built) Drawings on Computer compact diskette (CD/DVD) using AutoCAD software	1	-	1	2
Codes and standards	1	-	1	2
Manufacture progress information	2	1	2	5
Insurance Certificates	1	1	2	4
Receiving reports	1	1	2	4
Damage reports	1	1	2	4
Correspondence with Procuring Agency	1	1	1	3
Correspondence with Head office of Engineer	1	1	1	3

SP-03 STANDARDS AND TYPICAL DESIGN

SP-03.1 General

The Specifications cite or imply International Standards and typical design for Goods. Other equivalent standards and typical designs are equally acceptable provided that they in no way detract from the quality, safety, operation ability of the Goods furnished. However, when standards or typical design other than those cited or implied are offered by a bidder, he shall set forth in his Contract the alternative standards proposed so that a direct comparison can be made before Contract Award. Each specific difference from the Specifications shall be clearly indicated by the bidder. If no alternatives are set forth by the bidder, it will be assumed that offered Goods will be in accordance with the

International Standards and typical design as cited or implied in the Specifications.

Where the documents provide requirements for manufacturing by specifying a standard such as, for example, one of the international standard organizations which have its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries will be accepted provided the requirements thereof in the sole opinion of the Engineer are at least equal to the requirements of the standards specified. The bidder may propose an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required by the Engineer and shall submit written demonstration that his proposed standard is equivalent or superior to the one specified herein. The submission must be made in English language. Moreover, the bidder shall also supply copy of the latest revision of the standards used in his bid.

SP-03.2 Applicable Standards and Codes

- (1) All Goods and design shall be generally in accordance with latest revision of the standards specified in the Technical Provisions except where specifically directed otherwise. If these Specifications conflict with any or all the standards stated in the Technical Provisions, these Specifications shall have precedence and shall govern.
- (2) In case deviation from the above standards is minor, approval of the Engineer may be given to use other national standards prevalent in the country of manufacture. No departure from the standards specified will be considered after the Contract has been awarded unless specific authorization is requested in writing from the Engineer.

SP-04 PORT OF ENTRY AND DISEMBARKATION

The Supplier would have the option to use either Karachi Port or Port Muhammad Bin Qasim or both or any other seaport in Pakistan as the port(s) of entry and disembarkation, at his own risk and costs. For the purpose of clarification, the term "Wharf at the Port of Karachi" wherever used throughout this document shall mean:

- (a) Wharf at the Port of Karachi, and/or
- (b) Wharf at the Port of Muhammad Bin Qasim

SP-05 PACKING AND MARKING**SP-05.1 Packing**

- (1) Supplier shall prepare and pack all Goods for shipment/delivery in accordance with the requirements of the Contract Documents and in the best possible manner to withstand damage or loss from repeated handling and extremes of climate during transportation and storage at Site. All Goods shall be packed so as to guarantee safe transportation of the Goods to the Site under any conditions and limitations which may be encountered. The manner of packing shall be such that it protects the Goods against breakages, damages and losses from the factory until its arrival at its final destination at the Site.
- (2) The final packing shall be such that the weight and dimensions of packages are within reasonable limits in order to facilitate handling, storage and transportation.
- (3) Before any shipment/delivery is made, the Supplier shall get detailed drawings of the packing approved by the Engineer.

SP-05.2 Lifting

The method of lifting, type of equipment and type of slings, used for handling the wooden boxes are subject to approval by the Engineer.

SP-05.3 Slings

If the use of slings is necessary, these shall be of a flexible type and preferably manila rope or other non- metallic materials. The use of steel wire, mesh or chain link slings is prohibited unless they are covered with rubber hose or some similar material.

SP-05.4 Marking**SP-05.4.1 Identification Marking**

- (1) All members, parts, units or components of the Goods shall be plainly die-indented with a number to identify the member, part, unit or component itself and with a letter to indicate the type of Goods in accordance with approved drawings.

The identification marking shall be plainly legible and durable and shall be so located that the number or letter is not obscured by other member, part, unit or

component when in its assembled position. All the marking on ferrous part or unit shall be made before galvanizing.

- (2) Each crate, case, box, package or bundle shall have labels and or tags made from strong waterproof material and marked in indelible and non-fade-able ink securely attached hereto. These labels or tags shall indicate at least the name of the Project, the Consignee and the manufacturer, the type of Goods or component and the quantity it contains so that it can be easily checked upon delivery. A packing list shall be included in each crate or box.
- (3) Each package delivered under the Contract shall be consecutively numbered and shall also be marked with code number or other identification to be approved by Procuring Agency so that various components of the Goods which are shipped, disassembled and which may not be interchangeable can be identified, collected and stored at the Site together. Additional information and or colour coding that may reasonably be required by Procuring Agency to facilitate identification, shipment to stores or site handling and storage will also be provided.
- (4) All boxes weighing in excess of 500 kilograms shall be adequately marked for straining and lifting. Whenever necessary the boxes shall be provided with lifting hooks attached by means of vertical rods secured to strong bottom supports.

SP-05.4.2 Container Marking

In addition to labels and marking indicated above all packages, bundles, containers cases or boxes shall be clearly and boldly marked on two opposite sides and on the top and all reels on both sides as follows:

Ultimate Consignee	Chief Engineer (MP&M) NTDC, 8 th Floor, Shaheen Complex, Egerton Road Lahore-Pakistan. Through Manager (Custom Clearance & Logistics) NTDC Karachi, Pakistan.
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Destination	_____
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Contract No.	_____
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Name of Project	_____
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Weight and Dimension	_____
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Serial Number _____

Inscription "NTDC"

SP-06 TRANSPORTATION OF GOODS

SP-06.1 General

The Supplier outside from the Procuring Agency's country shall transport the Goods from its place of manufacture or origin to the Procuring Agency's port and insurance thereof from its place of manufacturer up to storage site/warehouse and shall be solely responsible for selection of routes and carriers, and expediting in order that all shipments are safely and expeditiously transported and arrived at Karachi Sea Port. The Supplier shall carry out insurance from its warehouse to the Procuring Agency's warehouse / designated site and shall cover all risks including inland transportation from Karachi/ any other port in the Procuring Agency's country to its warehouse / designated site.

SP-06.2 Shipping

The shipment of all the consignments relating to Goods shall be arranged by the Supplier through vessels owned or chartered by the Pakistan National Shipping Corporation (PNSC). In case PNSC is not available to transport the Goods within the time period(s) specified in the Contract, the Supplier after obtaining Non-Availability Certificate (NAC) from PNSC may arrange for such transportation on other ocean carriers except those carrying Israeli Flag. For working out a proper schedule to match the completion of delivery, the Supplier will keep a continuous liaison with the Agent of the respective shipping line within the country of origin.

SP-07 SHOP INSPECTION AND ORDERS FOR GOODS

SP-07.1 Inspection

Unless otherwise authorized by the Engineer no Goods shall be shipped from its point of original manufacture or final shop assembly before it has been inspected and approved by the Engineer.

SP-07.2 Goods Orders

The Supplier shall, if requested, provide the Engineer with unpriced copies of the Supplier's purchase orders for Goods or approved sub-Contracted supply at the time any such orders are placed. The Supplier shall also provide the

Engineer with any other relevant information requested to ensure proper expediting and scheduling of the deliveries.

SP-07.3 Acceptance of Materials

The approval by the Engineer of any Goods prior to shipment shall in no way relieve the Supplier of any of his responsibilities for meeting all of the requirements of the Specifications and shall not prevent subsequent rejection if such Goods are later found to be defective or not conforming to the Specifications.

SP-08 SCHEDULE AND MEETINGS

SP-08.1 Schedule

- (1) The Supplier shall manufacture & supply the Goods in accordance with the dates/periods specified in **Form-4 of Section-VI: Standard Form**. The Supplier shall regularly review the Schedule and notify the Engineer promptly of any revisions which in his view may be required from time to time.
- (2) Each group of Goods shall be completely delivered. The Supplier shall keep the Engineer informed of the progress of the Contract and notify the Engineer approximately six (6) weeks in advance, in writing, as to when the Goods will be ready for inspection and for shipping and shall supply lists covering each consignment in sufficient detail to enable the Engineer to check the contents of the packages.
- (3) In preparing the Delivery and Completion Schedule, the Supplier shall fully take into account the requirements (and possibilities) for ocean (or air) freight. Progress of all shipments shall be continuously monitored and the Supplier shall provide staff or agents to expedite all shipments to ensure compliance with the approved Delivery Schedule.

SP-08.2 Meetings

- (1) Soon after the date of Award of Contract, the Engineer will, with the approval of Procuring Agency require a meeting with Procuring Agency and the Supplier at a place mutually agreed upon, to discuss scheduling of drawings & data, manufacture, testing & inspection, scheduled sequences of delivery and other similar problems which may be pertinent to the completion of the Project.

- (2) From time to time during the execution of the Contract, the Engineer may call meetings as deemed necessary for the purpose of progress monitoring and proper execution of the Contract.
- (3) As required by the Engineer, responsible representatives of the Supplier shall attend such meetings.
- (4) All expenses incurred by the Supplier for attending such meetings shall be borne by the Supplier and shall not be reimbursable.

SP-09**COMMUNICATIONS WITH THE ENGINEER**

Pursuant to the definition of Engineer, Sub-Clause 1.1(q) of the Particular Conditions of Contract, the Engineer has established a Project Office at Lahore to which the Supplier shall address all communications for the approval of drawings and other submittals etc., as follows:

Engineer,
Chief Engineer (SS Design) NTDC,
Address: 143-WAPDA House, Shahrah-e-Quaid-e-Azam, Lahore
Tel: 0092-42-99202638
Fax: 0092-42-99202502
Email: ce.sd@ntdc.com.pk

TECHNICAL SPECIFICATIONS

1.0 GENERAL

- 1.1 All designs, equipment, materials and workmanship shall comply with and be tested in accordance with requirements of the specifications. Equipment or parts, which are not covered by the specifications, shall comply with rules, codes and regulations of the international electro-technical commission or approved National Standardizing bodies.
- 1.2 In case of contradiction between the technical requirements mentioned herein and relevant specifications appended with the tender, the former shall prevail.
- 1.3 The specific reference in these specifications and documents to any material/equipment by brand name, make or catalogue number shall be constructed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable Procuring Agency to determine its acceptability. Procuring Agency shall be the sole judge on the acceptability or otherwise of such alternative material/ equipment.
- 1.4 The Bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers designated by Procuring Agency in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brands name and/or catalogue numbers in its Bid, provided that it demonstrates to Procuring Agency satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specifications.
- 1.5 The contract shall be executed in strict conformity with the specifications and/or Drawings given or mentioned in this section and the supplier shall do no 'Work' without proper specifications, instructions and/or Drawings.
- 1.6 Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa. It shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Procuring Agency whose written explanation and/or clarification shall be obtained before proceeding with the work.
- 1.7 Approval by the Procuring Agency does not relieve the Manufacturer/Supplier of his responsibility to do the work in accordance with the Contract.

- 1.8 The Manufacturer/ Supplier shall be responsible for any discrepancies, errors omissions in any drawings or other particulars supplied by him whether the Procuring Agency has approved such drawings or particulars or not.
- 1.9 All drawings and documents furnished by the Manufacturer/Supplier in accordance with the Contract shall become the property of the Procuring Agency.
- 1.10 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relates to a particular country or regions, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- 1.11 NTDC reserves the right to delete or increase/decrease any item from any Lot before award of contract.

2. LANGUAGE

All correspondence, literature, drawings, name plates, diagrams, applicable data, equipment details, instructions and maintenance books and manuals, spare parts, books and descriptive data shall be in the English language.

3. TYPE TESTS AS APPLICABLE

- 3.1 The offered equipment shall be type tested as per relevant provisions of the specifications.
- 3.2 The bidder shall furnish type test certificates for the said equipment along with the bid. In case of non-submission of type test reports or if type test reports supplied are not to the satisfaction of the Engineer, the bidder shall consent to perform all type tests/special tests on the equipment in accordance with the relevant specifications within the quoted bid price and stipulated delivery time.

All type test certificates/reports, reference list, etc. shall be in English language.

- 3.3 All equipment being supplied shall confirm to type test requirements and shall be subject to routine tests in accordance with requirements stipulated under respective sections.

4. CAPITALIZATION OF BATTERY TYPES FOR EVALUATION

- 4.1 For purpose of bid evaluation, the quoted price of plante type battery shall be compared with "weighted price" of pasted and tubular type batteries, which shall be taken as follows:

Battery Type	Scaling Factor
Pasted type	1.7 times of its quoted price
Tubular type	1.4 times of its quoted price

5. DETAILED TECHNICAL SPECIFICATIONS

- 5.1 The technical specifications, attached as **Annex-A**, Volume II of bidding document, shall apply. The requirements indicated in subsequent clauses shall also have to be met. In case any requirements given in the said clauses differs from that given in the main specification, the requirements given herein shall prevail.

6. PRE-DELIVERY / PRE-SHIPMENT INSPECTION

All the machinery /equipment /goods shall be subject to pre-delivery/pre-shipment inspection as per relevant specification and contract conditions.

7. SCHEDULE OF TECHNICAL DATA (SPECIFIC GOODS DATA)

Schedules of Technical Data/ Specific Goods Data regarding equipment/ material be supplied are provided in **Form-7 of Section-VI: Standard Form** of this bidding document. The bidder is required to fill the requisite schedule of technical data and submit the same with the bid. A bid without Schedule of Technical Data/ Specific Goods Data (filled in) shall be considered as non-responsive.

All allied equipment/material offered as a part of main equipment may have (preferably) values over and above IEC ratings/values if not specified in NTDC specifications.

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

- | 1. Name of Procuring Agency | <u>National Transmission and Despatch Co. Ltd (NTDCL)</u> | | | | | | | | |
|---|---|-------|-----|----|-----|-------------|----|----|----|
| 2. Method of Procurement | <u>International Competitive Bidding (ICB), Single Stage Two Envelope (SSTE)</u> | | | | | | | | |
| 3. Title of Procurement | <u>Procurement of 220V and 120V Battery Banks for 500kV & 220kV Substations Under GM AM (North) NTDC.</u> | | | | | | | | |
| 4. Tender Inquiry No. | <u>NOR-133-2023</u> | | | | | | | | |
| 5. PPRA Ref No. | <u>TS521592E</u> | | | | | | | | |
| 6. Date & Time of Bid Opening (Technical) | <u>02.11.2023 at 11:30 A.M.</u> | | | | | | | | |
| 7. Date & Time of Bid Opening (Financial) | <u>21.12.2023 11:30 A.M</u> | | | | | | | | |
| 8. No of Bids Received | <table border="1"> <thead> <tr> <th>Lot #</th> <th>I</th> <th>II</th> <th>III</th> </tr> </thead> <tbody> <tr> <td>No. of Bids</td> <td>01</td> <td>01</td> <td>01</td> </tr> </tbody> </table> | Lot # | I | II | III | No. of Bids | 01 | 01 | 01 |
| Lot # | I | II | III | | | | | | |
| No. of Bids | 01 | 01 | 01 | | | | | | |
| 9. Criteria for Bid Evaluation | <u>Evaluation and Comparison of Bid as per Section-I "Instructions to Bidders" of Bidding Documents</u> | | | | | | | | |
| 10. Details of Bid(s) Evaluation | | | | | | | | | |

LOT-I: Procurement of 220V 600AH Lead Acid Battery Bank.

Name of the Bidders	Marks		Quoted Bid Price Inclusive of Inland Transportation (PKR)	Evaluated/ Discounted/ Corrected Bid Price (Inclusive of Inland Transportation) (PKR)	Remarks
	Technical (If Applicable)	Financial (If Applicable)			
M/s. Pakistan Accumulators Pvt., Ltd., Islamabad.			16,500,000	16,500,000	Responsive
Lowest Evaluate Responsive Bidder:			M/s. Pakistan Accumulators, Pvt., Ltd., Islamabad at Award Price: PKR:16,500,000 (Inclusive of Inland Transportation)		

LOT-II: Procurement of 220V & 110V 300AH Lead Acid Battery Bank.

Recommended for retendering of the above lot.

LOT-III: Procurement of 110V 150AH Lead Acid Battery Bank.

Recommended for retendering of the above lot.

1. Lowest Evaluated Bidders/ Firms

Lot-I	M/s. Pakistan Accumulators, Pvt., Ltd., Islamabad at Award Price: PKR: 16,500,000 (Inclusive of Inland Transportation)
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2. Any other additional / supporting information, the procuring agency may like to share.

NIL

Signature: _____

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

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

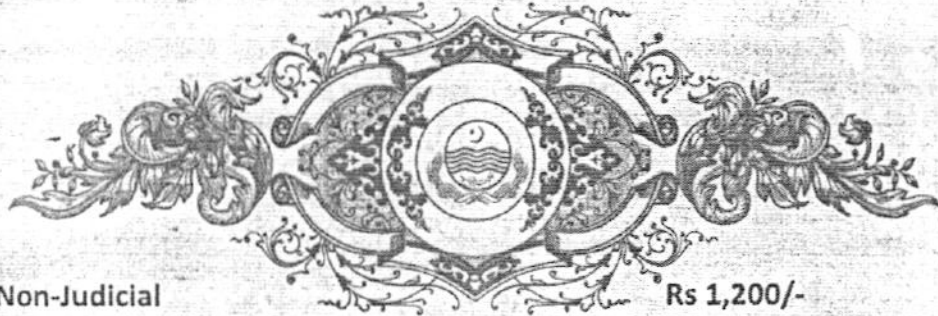
S677529



0077-25101794

E-STAMP

PB-RWP-C5FF693433B3F4F1



Non-Judicial

Rs 1,200/-

Description : AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
 First Party : PAKISTAN ACCUMULATORS PVT LTD [10000-0000000-0]
 Second Party : NATIONAL TRANSMISSION AND DESPATCH COMPANY [10000-0000000-0]
 Agent : IMTIAZ AHMED QURESHI [37405-4965173-3]
 Stamp Duty Paid by : PAKISTAN ACCUMULATORS PVT LTD [10000-0000000-0]
 Issue Date : 31-Jan-2024, 09:34:56 AM
 Paid Through Challan : 2024EDCDE5FE6C79
 Amount in Words : One Thousand Two Hundred Rupees Only

Please Write Below This Line

CONTRACT AGREEMENT

THIS AGREEMENT made on the 06 MAR 2024 day of 06 MAR 2024 between **Chief Engineer (MP&M) of National Transmission and Despatch Company Ltd., Lahore, Pakistan** (hereinafter "the Purchaser"), of the one part, and **M/s. Pakistan Accumulators Pvt. Ltd., Corporate Office, No. 02, Street 63, F-8/4 Islamabad Pakistan** (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz., **Procurement of 220V and 110V Battery Banks for 500kV& 220kV Substations Under GM(AM) North, NTDC; Lot-I; Procurement of 220V 600AH Lead Acid Battery Banks** and has accepted a Bid by the Supplier for the supply of those Goods in the sum of **PKR:16,500,000(In Words: PKR:Sixteen Million Five Hundred Thousand Only(Inclusive of Inland Transportation Cost))**(Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Purchaser's Notification of Award of Contract to the Supplier (Letter of Acceptance); No. CE/MP&M/MP/DM-I/NOR-133-2023/14394-14405 Dated: 15.01.2024.
 - (b) The completed Forins of Bid;
 - (c) Priced Schedules of Prices submitted by the Supplier;
 - (d) The Particular Conditions of Contract, Part-II;
 - (e) The General Conditions of Contract, Part-I;
 - (f) The completed Schedules to Bid (other than Schedules of Prices);
 - (g) Specifications: Technical Provisions;
 - (h) Specifications: Special Provisions;
 - (i) Specifications: Drawings; and
 - (j) Any other item





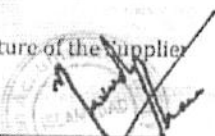
E-STAMP
CONTINUATION SHEET

This Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

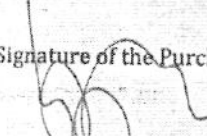
IN WITNESS, WHEREOF the parties hereto have caused this Agreement to be executed in two (02) identical counterparts each of which shall be deemed as the original, in accordance with the laws of Islamic Republic of Pakistan, on the day, month and year indicated above.

Signature of the Supplier




(Seal)

Signature of the Purchaser

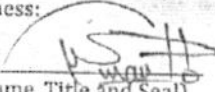


(Seal)



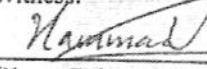
Signed, Sealed and Delivered in the presence of:

Witness:



(Name, Title and Seal)
Abdur Rahmay
AM (Corporate sales)

Witness:



(Name, Title and Seal)
SYED HAMMAD MASHHADI
Manager (Procurement)
O/o CE (MP&M) NTDC, Lahore

		c) Time: _____
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E. Opening and Evaluation of Bids

51.	26.1	<p>The Bid opening shall take place at:</p> <p>Street address: Egerton Road Building/Plot No O/o Chief Engineer (MP&M), Shaheen Complex Floor/Room No: 8th Floor City/Town: Lahore Country: Pakistan Day : _____ Date: _____ Time : _____</p>
52.	27.4	<p>Add the following sub-clause after 27.3</p> <p>Bidders and their respective agents, manufacturers/suppliers, representatives and anyone else on behalf of the Bidder will not unsolicited communicate or attempt to communicate directly or indirectly with the Procuring Agency including its employees, directors, officers or representatives during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Procuring Agency.</p> <p>Bidders will also not engage in any form of political or other lobbying whatsoever with respect to their Bids, or otherwise attempt to influence the outcome of the Competitive Bidding Process. In the event of any such communications or lobbying, Procuring Agency may at any time reject the Bid submitted by that Bidder without further consideration.</p> <p>Further, Anonymous Communications will invariably be destroyed by their recipient and no action of any kind will be taken on them, nor any notice be taken of their contents.</p>
53..	28.5	<p>Add the following sub-clause after 28.4</p> <p>If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>

54.	31.1	<p>Add the following after 31.1 (d)</p> <p>(e) If there is discrepancy between the quantities of item mentioned in the Bidding Document and quoted by the Supplier/Contractor in his bid, the quantity mentioned in the Bidding/Tender Document shall prevail and total price shall be corrected accordingly.</p>
55.	32.2	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: PKR</p> <p>The source of exchange rate shall be: TT&OD Selling rate issued by National Bank of Pakistan.</p> <p>The date of exchange rate shall be: Date of bid opening.</p>
56.	33.5	<p>The clause may be deleted and replaced as under:</p> <p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with BDS Clause-35, take account of one or more of the following factors and quantified hereunder:</p> <p>Following evaluation methods for price adjustments will be followed:</p> <ul style="list-style-type: none"> i. Price Adjustment for Technical Compliance ii. Price Adjustment for Commercial Compliance. iii. Price Adjustment for Deviation in Terms of Payment. iv. Price Adjustment for deviation in delivery schedule. v. Price Adjustment for Capitalization of Transformer/Shunt Reactor/Capacitor Losses and Battery Types (whichever is applicable.) <p>(i) Price Adjustment for Technical Compliance</p> <p>The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other Bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated.</p>

		<p>(ii) Price Adjustment for Commercial Compliance</p> <p>The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be based on Corrected Total Bid Prices.</p> <p>(iii) Price Adjustment for Deviation in Terms of Payment</p> <p>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 Procuring Agency, 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:</p> <ul style="list-style-type: none">- for foreign currency component: 8% per annum- for local currency component: KIBOR + 4.5% per annum <p>And shall be added to the Corrected Total Bid Price for comparison purposes only.</p> <p>(iv) Price adjustment for deviation in delivery schedule</p> <p>For Bids indicating delivery before specified days set out in Form-4 of Section-VI: Standard Forms, no credit will be given in this evaluation.</p> <p>Bids indicating delivery later than specified days set out in Form-4 of Section-VI: Standard Forms shall be adjusted in this evaluation by adding a factor of 0.05% of the Discounted Corrected Total Bid Price for each Calendar Day of the delivery later than the specified days. Bids indicating delivery beyond 30 days later than specified days set out in Form-4 of Section-VI: Standard Forms shall not be considered and rejected as non-responsive.</p>
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		<p>(v) Price Adjustment for Capitalization of Transformer/Shunt Reactor/ Capacitor Losses and Battery Types (whichever is applicable)</p> <p>Price Adjustment for Capitalization of Transformer/Shunt Reactor/Capacitor Losses and Battery Types (whichever is applicable) will be made in accordance with the relevant provisions of Specifications-Technical Provisions or elsewhere of the Bidding Documents.</p>
57.	33.6	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is Cross Discount .
58.	34.1	<p>In the comparison of evaluated Bids, Goods manufactured/produced in Pakistan shall be granted a margin of preference in accordance with the following procedure:</p> <p>1. Price preference for the Goods manufactured/produced in Pakistan shall be allowed as under: -</p> <p>(a) Having minimum of twenty percent (20%) value addition through indigenous manufacturing, price preference shall be fifteen percent (15%);</p> <p>(b) Having over twenty percent (20%) and up to thirty percent (30%) value addition through indigenous manufacturing, price preference shall be twenty percent (20%); and</p> <p>(c) Having over thirty percent (30%) value addition through indigenous manufacturing, price preference shall be twenty-five percent (25%).</p> <p>Bidders applying for the preference shall provide all evidence in Form-14Q to Bidding Data necessary to prove that the Goods offered by them are manufactured in Pakistan and the manufacturing cost of such Goods includes a value addition through indigenous manufacturing in accordance to the percentage as mentioned above of the Ex-Works Bid price of</p>

	<p>the Goods. The bidder shall also present the certificate issued by Engineering Development Board (EDB) in this respect.</p> <p>2. For the purpose of granting of margin of domestic preference, all responsive Bids will first be classified into following three categories: -</p> <p>CATEGORY-I: Bids offering Goods manufactured in Pakistan which meet minimum of twenty percent (20%) value addition through indigenous manufacturing;</p> <p>CATEGORY-II: Bids offering Goods manufactured in Pakistan with value addition through indigenous manufacturing less than 20%; and</p> <p>CATEGORY-III: Bids offering imported Goods.</p> <p>The Procuring Agency will review each Bid to confirm the appropriateness of, or to modify as necessary, the category to which the Bid was assigned by the Bidder in preparing it.</p> <p>3. The lowest evaluated Bid of each category will then be determined by comparing all evaluated Bids in each Category among themselves without taking into account custom duties& other import charges, sales tax and local body charges levied in connection with the sale or delivery, pursuant to the Bids, of the Goods.</p> <p>4. Such lowest evaluated Bids shall next be compared with each other. For this purpose, landed cost of the lowest evaluated Bids from each Category will be computed as per attached Annex-1 to Bidding Data using the Telegraphic Transfer and On Demand (TT&OD) composite exchange rates (selling) published by National Bank of Pakistan prevailing on the date of the opening of Bids. The comparison of Bids shall then be made with respect to the landed cost of the Goods. If as a result of this comparison,</p>
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		<p>a Bid from Category-I or Category-II is found to be the lowest, it will be selected for the award of Contract.</p> <p>5. If, however, as result of the comparison, under paragraph (4) above the lowest evaluated Bid is found to be from Category-III, its landed cost will be further compared with the landed cost of lowest evaluated Bid from Category-I by applying applicable price preference. For the purpose of this further comparison only, a downward price adjustment will be made to the lowest evaluated Bid price of Category-I by reducing its landed cost by applicable price preference i.e. 15%, 20% &25% of the landed cost of the lowest evaluated Bid from Category-III in Equivalent Pak Rupees. However, such price preference will be allowed provided that:</p> <p>a) Saving in foreign exchange is not less than amount of applicable price preference. This will be worked out as difference of foreign component of Bid Price of lowest evaluated Bid from Category III and foreign component of Bid Price of lowest evaluated Bid from Category I as per the total import requirements stated in Para b) here below.</p> <p>b) The total import requirements for locally manufacturing the Goods for which price preference had been applied, have been duly substantiated by the Bidder.</p> <p>If after such comparison, the Category-I Bid is determined to be the lowest, it will be selected for the award of Contract, if not, lowest evaluated Bid from Category-III will be selected for award.</p> <p>6. The above procedure for margin of preference including computation of Landed Cost is subject to change as per policy of the Federal Government as applicable on the date of Bid opening.</p>
59.	35.1	Evaluation Techniques

		<p>The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows:</p> <p>To be qualified for award of a Lot, the Bidder shall meet the experience, capability and adequacy of resources as per criteria delineated herein below:</p> <ul style="list-style-type: none">• Contract/Performance Requirements Experience• The Bidder must have successfully completed supply contract(s) regarding substation/Transmission Line material within the last ten (10) years. The Bidder shall submit with the bid evidence in this regard including interalia copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). In case of JV, all JV partners shall combinedly meet the said required experience.• The bidder shall have one (1) year of Operational Experience or accomplished period of 15 months after delivery of the similar (or higher rating) equipment/material in case of NTDC/DISCOs network whichever is less. <p style="text-align: center;">(OR)</p>• Three (3) years of operational experience for other networks. In this case, the bidder will have to furnish one operational certificate issued by the end user in favor of the manufacturer from outside its country.• The bidder shall also submit copies of contract agreements duly notarized (along with notarized translation in English if original is in different language) for these supplies. Further, the summary of operational experience shall be provided as per Form 14F.
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		<ul style="list-style-type: none"> • Supply Capacity <p>The manufacturer shall provide the following information with the Bid to establish its capacity/capability to execute the order.</p> <ol style="list-style-type: none"> a. Manufacturing Capacity b. Orders in hand c. Expected orders in pipe line d. Implementation schedule of the orders in hand <p>The manufacturing capacity of the Bidder should be at least equal to orders in hand, expected orders in pipeline and this order (if placed on it).</p> <ul style="list-style-type: none"> • Type Testing <p>The Goods offered by the Bidder shall be type tested in accordance with Section-V “Schedule of Requirements, Technical Specifications” of the Bidding Documents. In case of non-submission of type test reports with the Bid or not meeting the requirements given in Section-V “Schedule of Requirements, Technical Specifications” of the Bidding Documents the Bid shall be rejected by the Procuring Agency and bidder shall be declared as non-responsive.</p> <p>Note: This provision/requirement is required to be fulfilled by all manufacturers including local JV partners or local subsidiaries of international manufactures.</p> <ul style="list-style-type: none"> • Financial Criteria <p>The Procuring Agency (PA) will take into account the following criteria to verify the financial qualification of the Bidder.</p> <ul style="list-style-type: none"> • The audited Financial “Standalone” Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The Bidder’s Financial Statements for the last one year of the audited accounts
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Sr.#	Name of Purchaser NOR-133-2023
1.	<p data-bbox="272 240 943 274">M/s. Pakistan Accumulators Pvt. Ltd. Islamabad</p> <p data-bbox="272 315 959 349">Office No. 02, Street No. 63, Sector F-8/4, Islamabad</p> <p data-bbox="272 351 842 385">Tel: 051-111-22-00-22, Cell: 0300-5004470</p> <p data-bbox="272 387 727 421">Email: naveed.khan@volta.com.pk</p>