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

OF 500KV NOWSHERA (NEW) GRID STATION UNDER WORLD BANK LOAN NO. 8814PK: NATIONAL TRANSMISSION MODERNIZATION PROJECT-I

> TENDER NUMBER

WB-05A-2019

BRIEF DESCRIPTION OF CONTRACT
Supply and Construction Services for Construction of new AIS 500kV Substation at

Nowshera

CONTRACT VALUE

Taxes and Duties)

Euro: 25,876,580 + PKR 1,653,389,776

(Excluding Contingencies and indirect taxes/duties)

ENGINEER'S ESTIMATE

USD: 32.88 Million (Without

ESTIMATED COMPLETION PERIOD Effectiveness/Commencement.

24 months from the date of

➤ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?
YES

➤ ADVERTISEMENT:

(i) PPRA Website

Yes, Ref No. TS422787E

(Federal Agencies) (If yes give date and PPRA's tender number)

(ii) Newspaper

Yes, Published on 23-12-2019

> TENDER OPENED ON (DATE AND TIME)

14/07/2020 at 02:30 PM

NATURE OF PURCHASE

International

> EXTENSION IN DUE DATE (If any) '

Yes. (05 extension)

NUMBER OF TENDER DOCUMENTS SOLD

16 (List Attached)

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Razrar

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 BoD (NTDC)
WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING Not Applicable.
➤ NUMBER OF BIDS RECEIVED <u>06</u>
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 were Signed World Bank Anti-Corruption Guidelines

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 <u>06 Nos.</u>
 NAME AND ADDRESS OF THE SUCCESSFUL BIDDER <u>M/s. Joint Venture of M/s China National Technical Import & Export Corporation and M/s Shanghai Electric Group Co., Ltd.</u>
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1st
- > NEED ANALYSIS (Why procurement was necessary?) The procurement was essential for evacuation of power from CASA-1000.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)

 Yes. extensions were made to provide sufficient response time to bidders given the pre-bid clarifications.
- ➤ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS ______Yes/No
 ➤ DATE OF CONTRACT SIGNING 11-11-2021 (Copy of agreement attached)
- CONTRACT AWARD PRICE <u>Euro</u>: 25,876,580 + PKR 1,653,389,776 (Excluding Contingencies and indirect 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 Yes (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.

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

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Principal Bidder/ SR# LE Consultant		der/	7 A. 1	Local Agent	it.	contact# 1f		Search		11	Address	
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	Sepco1 Power	Electric			4	0313- 1788133	W	/b6299@se	pco1.com	3 S P	House No. 74, Sector-A, treet No. 23, hase-V, DHA, ahore	and the second control
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	Electric P Design In Co. Ltd. o Power Engineerin Consulting	Ower stitute f China			032	21-	nae	mibrahim2	42@gmail.com	B (1 No.	use No. 92- 1) Street 6, CMA Dny ore Cantt,	

, S	R# ↓ ೬	Principal Bidder/ Consultant	Local Agent	Į1	contact#	1 Email		According to the control of the cont	***	
7		M/s Zeeruk International P Ltd				3 zeerukpk@yahoo.com	and the second s		Time Square Plaza, 3rd Floor, I-8 Markaz,	
8	Activities and the second	M/s. Habib Rafic Pvt. Ltd. Lahore	1	3	042- 35711411-16	hrl@habibrafiq.com	entre entre entre	13-Block-H, Gulberg-II, Lahore		
9	E L	M/s. China National Electric Engineering Co. .td. 1/s. Cobra		4	042- 35691301-03	cneec.lahore@gmail.com	THE PARTY OF THE P	121-A, Street No. 5, Phase- I, D.H.A. Lahore		
nn oanstaga e como	In Se	ervicios, S.A. pain s. ANADOLU	M/c 7-L	54	345- 463000	sheikh.saim@grupocobra.co	e executamente de maio informações para de productivo de maior de composições de la composições de composições	Office No. 11, 12&13, 3rd Floor, Pakistan Square, G8 Markaz, slamabad	Miles	
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	Nation Technology & Exp Corp Shan	China onal inical Import port oration- ighai Electric p Co. Ltd.		042-	- ir 57489-90	nfo@simpextrading.com	Pl	7, Rehman aza, Queens ad, Lahore		
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SR	# 1 E	Principal Bidder/ Consultant	Local Agent		contact#	It	Email	The state of the s	
13		M/s ETERN- CCCE-HEI Consortium China	Mr Sha	ukat	0322- 9360894		EIII all	The observed has graphy	House no 45, Street No 13, Mohallah Gojar Pura, Baghbanpura, Lahore, Cantt, District
14		M/s. AlSharif Gruop Holding Co. Jaddah	M/s. ASG Power Company Pvt. Ltd. Lahore	Ministration	042-3733740	hr	asglhr@gmail.com	1 B E P	st Floor, Building 6A, den City, hase-8, DHA
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Showing 1 to 16 of 16 entries

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TENDER NO. WB-05A-2019(SS2E)

TECHNICAL BID OPENING

TENDER NO. WB-05A-2019:DESIGN, SUPPLY, INSTALLATION OF 500KV NOWSHERA (NEW) GI WORLD BANK LOAN NO. 8814-PK: NATIONAL TRANSMISSION MODERNIZATION PROJECTS-1

Tender Title:

STATION UNDER WORLD BANK LOAN NO. 8144-PK: NATIONAL TRANSMISSION MODERNIZATI

read out at 02:30 P.M on the same date. The following Technical Bids were received by the closing deadline fixed on 14/07/2020 at 02:00 P.M and were publicly opened

108	6. Electric Group Co. Ltd., China(JV)		Station M/s. CCCE-ETERN-HFI			2000 C	# Name of Firm # M/s. Northwest Electrical Power Design Institute Co. 1144
C.E.(PMU) NTDC Member	China (16 Volumes) + Soft Copy	China (12 Volumes) + Soft Copy	Germany (08 Volumes) + Soft Copy	Spain (09 Volumes) 1 Original + 2 Copies 1 Original + 2 Copies	China (11Volumes) + Soft Copy	China (11 Volumes) + Soft Copy 1 Original + 2 Conic	Country Technical 1 Original + 2 Control
/C.F.O. (NTDC) Member	opies)+ 3 sealed Pkt USD 730,000	1 sealed Pkt	1 sealed Pkt	1 sealed Pkt	1 sealed Pkt + Soft Copy	1 sealed pkt	f Bid Financial
G.M. (P&CM) NTDC	0,000 07/02/2021 -	USD 730,000 07/02/2021	PKR 110,000,000 08/02/2021 -	USD 730,000 07/02/2021	USD 730,000 07/02/2021	USD 730,000 07/02/2021	Bid Security Ren

Contract Agreement

THIS AGREEMENT is made the 11th day of November 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. (CHINA)., a corporation incorporated under the laws of China and having its principal place of business at Room 2207. Genertec Plaza, No.90, Xisanhuan Zhong Lu, Beijing 100055, 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-05A-2019 500 kV Nowshera (New) 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
- (b) Letter of Acceptance No. CE/MP&M/M(MC)/AM-MC/ dated 04-10-2021 and acceptance from Contractor vide letter No.WB-05A-20211005 dated 05-10-2021
- (c) Minutes of Pre-Award Meeting/Contract Negotiations
- (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

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- 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 as updated in Amendments to Bidding Document)
- (k) Post Bid Clarification issued by the employer and responses provided by the contractor.
- (I) Pre-Bid Clarification and Addenda/ Amendments issued by the employer to the bidding document
- (m) Bidding Documents

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 <u>Definitions</u> (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 EUR 25,876,580 (EUR twenty-five million eight hundred seventy-six thousand five hundred eighty only) USD 1,250,000 (USD one million two hundred fifty thousand only) + PKR 1,853,389,776 (PKR one billion eight hundred fifty-three million three hundred eighty-nine thousand seven hundred seventy-six only) and inclusive of contingencies USD 1,250,000 (USD one million two hundred fifty thousand only) - PKR 200,000,000 (PKR two hundred million only)

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: EUR 17,236,393.7 (EUR Seventeen Million Two Hundred and Thirty Six Thousand, Three Hundred and Ninety Three point

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Seven only) i.e., 70% of Schedule No. 01 Price; and shall be subject to the Uniform Customs and Practice for Documentary Credits 2007 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
- 4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: Room 2207, Genertec Plaza, No.90, Xisanhuan Zhong Lu, Beijing 100055, China
- Article 5. Appendices
- 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.

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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 EMPLOYER

National Transmission & Despatch Company Limited (NTDCL)

Signature:

Ashar Ali

Name: Title:

Chief Engineer (MP&M) NTDC

Date:

". 11. WW

Signed by, for and on behalf of CONTRACTOR

Joint Venture of China National Technical Import & Export Corporation and Shanghai Electric Group Co., Ltd. (China)

Signature:

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Name:

WU DE QUAN

Title:

Mordetin Director

Date:

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