

Annexure – I

**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 DETAILED SURVEY, SUB-SOIL INVESTIGATION, ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT (ESIA) AND LAND ACQUISITION AND RESETTLEMENT PLAN (LARP) STUDIES FOR 500KV D/C T/LINE FROM FAISALABAD WEST FOR IN/OUT ON GHAZI BAROTHA-ISLAMABAD WEST CIRCUIT UNDER NTDC'S OWN RESOURCES
- TENDER NUMBER TLS-19-2024
- BRIEF DESCRIPTION OF DETAILED SURVEY, SUB-SOIL INVESTIGATION, ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT (ESIA) AND LAND ACQUISITION AND RESETTLEMENT PLAN (LARP) STUDIES FOR 500KV D/C T/LINE FROM FAISALABAD WEST FOR IN/OUT ON GHAZI BAROTHA-ISLAMABAD WEST CIRCUIT UNDER NTDC'S OWN RESOURCES
- TENDER VALUE PKR: 50,123,534
- ENGINEER'S ESTIMATE PKR: 89,056,957
- ESTIMATED COMPLETION PERIOD 210 from the date of Commencement Notice
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? ____ Yes/No
- ADVERTISEMENT:
 - i. PPRA Website yes, dated: 24/09/2024 PPRA Ref. No. TS548519E Yes/No
(Federal Agencies) (If yes give date and PPRA's tender number)
 - ii. Newspaper Yes, The Nation & Daily Express published on 24/09/2024 Yes/No (If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE AND TIME) 11/10/2024 at 11:30 A.M
- NATURE OF PURCHASE National Local/International
- EXTENSION IN DUE DATE (If any) No Yes/No
- NUMBER OF TENDER DOCUMENTS SOLD 07 Nos. (Attach list of buyers) (List of Buyers is attached as Annex-A)

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➤ 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 _____

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b. SINGLE STAGE – TWO ENVELOPE PROCEDURE _____

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c. TWO STAGE BIDDING PROCEDURE _____

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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 G.M (P&CM) NTDC

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

➤ NUMBER OF BIDS RECEIVED Three (03)

➤ 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 Three (03) Nos.
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER successful M/s. Barqaab-STEPS Consortium
Sunny View Estate, Kashmir Road, Lahore.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1st
- NEED ANALYSIS (Why procurement was necessary?) Procurement was made for Construction of
New Transmission Line.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)
No
- 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 28/02/2025 (Attach a copy of agreement) (Attach as Annex-D)
- CONTRACT AWARD PRICE PKR: 50,123,534
- 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) Particular Conditions of Bidding Document
are attached as Annex-F.

6743-11

| Sr.# | Name of Purchaser TLS-19-2024 |
|----------------|--|
| 1. ✓ (1) | M/s. NESPAK Pvt. Ltd. Lahore 1-C, Block-N, Model Town, Extension, Lahore Tel: 042-99090000, Fax: 042-99231936 Email: nespakpm@gmail.com |
| 2. | M/s. EMC Pakistan Pvt. Ltd. Islamabad Suit No. 403, 4 th Floor, Green Trust Tower, Jinnah Avenue, Sector F6, Blue Area Islamabad Tel: 051-8744155, Fax: 051-8744055 Email: mail@eme.com.pk |
| 3. | M/s. EnMasse – Decon Consortium House No. 18-E2 Johar Town, Lahore Tel: 042-35341701-3 Email: decon@decon.com.pk |
| 4. | M/s. Global Hi-Tech Engineering Consultants Pvt. Ltd. Lahore 18 – J2, Johar Town, Lahore Tel: 042-35461094 Email: admin@globalhightech.org |
| 5. | M/s. AGES Consultants Peshawar House No. 57 E, Canal Road, University Town, Peshawar Tel: 091-5853837-8, Cell: 0333-4866709 Email: ages@ages.com.pk |
| 6. ✓ (3) | M/s. Barqaab – STEPS Consortium Sunny View Estate, Kashmir Road, Lahore Tel: 042-99202093-94, Fax: 042-99202095 Email: info@barqaab.com |
| 7. ✓ (2) | M/s. AZMEC – The SPATIO (JV) 453 – Rahman Center 1 st Floor, Ravi Block, Allama Iqbal Town, Lahore Tel: 042-35468982, Cell: 0324-4597973 Email: faisal@thespatio.com |

SECTION I

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the Contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 The Employer has applied for/received a loan/credit from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Duly prequalified/enlisted with the Employer.

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and

BID DATA SHEET

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

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| IB 1.1 | <p>Name and address of the Employer:</p> <p>Name: Chief Engineer (MP&M) NTDC, Address: 8th Floor Shaheen Complex, Egerton Road Lahore, Pakistan Telephone No. 92-42-99202597 Email: cempm@ntdc.com.pk</p> |
| IB 1.1 | The bidding is open to National Competitive Bidding (NCB). |
| IB 1.1 | <p>Brief Description of Works The Scope of works includes Detailed Survey, Sub-Soil Investigation, Environmental & Social Impact Assessment (ESIA) and Land Acquisition & Resettlement Plan (LARP) studies of following Transmission Line:</p> <p>500kV Double Circuit (D/C) T/Line from Faisalabad West for In/Out on Ghazi Barotha – Islamabad West Circuit (Approximately 266km).</p> |
| IB 2.1 | Source of Funding: NTDC's own resources |
| IB 3.1 (a) | <p>The Invitation for Bids is open to all bidders in their sole capacity or as joint venture meeting the following requirements:</p> <ol style="list-style-type: none"> i) The Bidder shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in the relevant category or had applied for renewal of license before submission of its bid. In case of Joint Venture, all the partners shall be duly licensed by PEC and the sum total of the limit of construction cost permitted by the categories of the individual licensees shall not be less than limit of construction cost permitted by the category required here above. ii) Only those Firms/Companies/Contractors will be eligible to bid who are active taxpayers as per Federal Board of Revenue Data base i.e. Active Taxpayer List (ATL) for both Income Tax & Sales Tax and relevant provincial revenue authorities/boards as the case may be. iii) The Bidder shall not be blacklisted by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. Further, the bidder shall submit an undertaking along with his bid that he has read and accepts the provisions of NTDC Policy for Blacklisting of Contractors (copy of policy attached with the bidding documents). Non-submission of this undertaking may result in the rejection of the bid. The undertaking will subsequently become part of the Contract Agreement as well. |

IB 3.1(b)**Qualification of the Bidders:**

To be qualified for the award of a contract, the bidder shall meet the qualification criteria delineated herein below:

1. Qualification Criteria:

- a. The bidder/JV Partner should have executed, as a single entity or as JV partner, contract(s) for route alignment / check survey of 220kV or higher voltage overhead transmission lines (OHTL) of at least 50km during last ten (10) years.
- b. The bidder/JV partner should have executed, as a single entity or as JV partner, contract(s) for subsoil investigation of 220kV or higher voltage overhead transmission lines (OHTL) of at least 50km during last ten (10) years.
- c. The bidder/JV partner should have executed, as a single entity or as JV partner, contract(s) for Environmental & Social Impact Assessment (ESIA) and Land Acquisition & Resettlement Plan (LARP) studies of 220kV or higher voltage overhead transmission lines (OHTL) of at least 50km during last ten (10) years.
- d. Any JV partner not meeting criteria a, b & c above, should have experience in Survey or Soil Investigation or Environmental & Social Impact Assessment or Construction of transmission line of any voltage level during last ten (10) years.

Supporting documents shall be submitted by the bidder to substantiate the claimed experience.

2. Key Personnel:

The bidder/JV must have key personnel with related expertise and knowledge/experience on their payroll or at least have consent of key personnel to work on this project. (Information to be submitted as per Form QF-7 of Appendix-G to Bid given in the Bidding Documents).

The bids would be evaluated on the basis of key personnel qualification, experience and extent of availability for this assignment. A bid will be liable to be rejected if any three of the Key Personnel do not meet the criteria defined in QF-7(a). In case the bidder has two Key Personnel, who do not meet the criteria, they would have to be replaced with qualified candidates who meet the criteria and are acceptable to the Employer within the time provided by the Employer. In case, the bidder fails to provide qualified candidates, the bid will be rejected.

3. Equipment Capability:

The bidder/JV should own or have assured access to key items of equipment in full working order, and must demonstrate that, based on known commitments, these will be available for deployment on the proposed work. (Information to

be submitted as per Appendix-E to Bid given in the Bidding Documents).

4. Bidder's Financial Capability:

The bidder/JV members shall have sound financial background i.e. its net worth shall be positive for the last three (03) years, duly supported by audited financial reports. (Information to be submitted in prescribed Form QF-5 of Appendix-G to Bid given in the Bidding Documents).

5. Bidder's Litigation History:

Bidders are required to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last five years. The Employer may disqualify bidder in the event that the total amount of pending or threatened litigation, arbitration or other claims represents fifty percent (50%) of the Bidder's net worth. Details in this regard should be submitted in the prescribed Form QF-6 given in Appendix-G of Bidding Document.

6. Bidding Notes/Instructions:

- a. Experience and Financial Capability of sub-contractors, subsidiaries or parent/sister/affiliate companies shall not be considered for qualification of the Bidder.
- b. The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.
- c. The above stated requirements are the minimum and the Employer reserves the right to request for any additional information. The Employer also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the Contract.
- d. The above stated Appendices should be completed as per prescribed format and submitted along with required attachments. The missing or incomplete information/documents may render the bid substantially non-responsive. In this regard, the Employer does not have an obligation to request any additional documents.

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| IB 3.2 | <p>The following sub clause is added after 3.1:</p> <p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> (i) they have controlling shareholders in common; or (ii) they receive or have received any direct or indirect subsidy from any of them; or (iii) they have the same legal representative for purposes of this bid; or (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (v) A Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid. |
| IB 6.1 | <p>The Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labor, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the Employer as basis for any claim for compensation. The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in regard to rates quoted shall not be entertained or considered by the Employer.</p> |
| IB 7.2 | <p>The Bidders should ensure that they have received the Bidding Documents including Addenda (if any) complete in all respects. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents including Addenda (if any). The complete Bidding Document including Addenda (if any) will also be available on Employer's website i.e. www.ntdc.com.pk.</p> |
| IB 8.1 | <p>The Sub-Clause 8.1 is amended to the following extent:</p> <p>No request for clarification will be entertained which will be received later than 14 days prior to the date fixed for submission of Bids. The Purchaser's response will be made not later than 7 days prior to the date fixed for submission of Bids.</p> <p>Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of Bids.</p> |

- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

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| IB 19.2 (b) | <p>Brief Description of Works</p> <p>The Scope of works includes Detailed Survey, Sub-Soil Investigation, Environmental & Social Impact Assessment (ESIA) and Land Acquisition & Resettlement Plan (LARP) studies of following Transmission Line:</p> <p>500kV Double Circuit (D/C) T/Line from Faisalabad West for In/Out on Ghazi Barotha – Islamabad West Circuit (Approximately 266km).</p> <p>Identification No.: TLS-19-2024</p> |
| IB 20.1 (a) | <p>Deadline for Submission of bid:</p> <p>Date: _____, 2024</p> <p>Time: 11:00 HRS</p> |
| IB 20.1 | <p>Add the following new Para (e) at the end of Sub-Clause:</p> <p>“(e) Bids submitted through fax or email shall not be considered.”</p> |
| IB.23 23.1 | <p>Bid Opening:</p> <p>Time: 11:30 HRS</p> <p>Date: _____, 2024</p> <p>Address: Chief Engineer (MP&M) NTDC, 8th Floor Shaheen Complex, Egerton Road Lahore, Pakistan Telephone No. 92-42-99202597</p> |
| 23.3 | <p>First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.</p> |
| 23.4 | <p>Next, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Bid, if any, shall be opened, read out, and recorded. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> |
| 23.5 | <p>Next, outer envelopes marked “MODIFICATION” shall be opened. No Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Bids.</p> |

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| 23.6 | <p>All other envelopes holding the Bids shall be opened one at a time, and the following read out and recorded.</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the Bid Prices, including any discounts, cross discounts and alternative offers; (d) the presence of Bid Security; and (e) any other details as the Employer may consider appropriate. <p>Only Bids, discounts, cross discounts and alternative offers (if allowed under Sub-Clause IB.16 hereof) read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, the Form of Bid is to be initialed by the nominated representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Bids except for late bids, in accordance with IB.21.1.</p> |
| 23.7 | <p>The Employer shall prepare a record of the opening of Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, cross discounts, any substitution/modification/alternative offers and presence of Bid Security. A copy of the record shall be distributed to all Bidders present at the time of Bid opening.</p> |
| IB 24.2 | <p>Add the following new Sub Clause after IB 24.1:</p> <p>24.2 Bidders and their respective agents, suppliers, sub-contractors, representatives and anyone else on behalf of the bidder will not communicate or attempt to communicate directly or indirectly with the Employer, including any employees, directors, officers, agents or representatives of any of them during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Employer. 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, Employer may at any time reject any Bid by that Bidder without further consideration.</p> |
| IB 25.1 | <p>Add the following at the end of Sub-Clause 25.1:</p> <p>The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.</p> |

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| IB 25.2 | <p>Add the following new Sub-Clause:</p> <p>If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.</p> |
| IB 26.1 | <p>Sub-Clause 26.1 is substituted by the following:</p> <p>"The Employer will determine whether Bid is substantially responsive to the requirements of the Bidding Documents."</p> |
| IB 26.2 | <p>Sub-Clause 26.2 is substituted by the following:</p> <p>"A substantially responsive Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) meets the qualification criteria delineated at Sub-Clause IB.3A hereof; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.</p> <p>A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.</p> <p>Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder."</p> |
| IB 26.4 | <p>Following Sub-Clauses are added at the end of Sub-Clause 26.3:</p> <p>The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omits any material information required to be submitted by the Bidding Documents.</p> |
| IB 27.3 | <p>Following Sub Clause is added after Sub Clause 27.2:</p> <p>If as a result of arithmetic correction, the Bid Price is increased substantially, the Bidder may be asked to increase the amount of its Bid Security accordingly by submitting its amendment within fifteen (15) days from issuing date of such notification. If the Bidder fails to provide the requisite amendment of the Bid Security within the stipulated period, his Bid will be held substantially non-responsive and will be rejected.</p> |
| IB 28.1 | <p>Following Para is added at the end of the Sub-Clause 28.1:</p> <p>"The Works will be evaluated and compared on Lot basis."</p> |
| IB 28.2 | <p>Following Para is added after the Para (c) of IB. 28.2:</p> <p>(d) applying cross discount in case of combination of Lots to arrive at least cost combination</p> |

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| IB 28.4 | Following is added at the end of Sub-clause IB 28.4: “or the employer may require the successful Bidder to balance his bid.” |
| IB 28.5 | <p>Following new Sub Clause is added after IB 28.4:</p> <p>The Employer will evaluate the Bids, including all clarifications, additional information, modifications and negotiated changes, by applying the Eligibility and Qualification Criteria. Without limiting the particular criteria, the Employer may take into account the following in the Evaluation of Bids:</p> <ul style="list-style-type: none"> i. Non-performance by a Bidder on previous contracts with Employer or others; ii. The quality of a Bidder’s performance on previous contracts with Employer or others; iii. Anticipated or ongoing claims with or in connection with a Bidder; iv. Any security or safety concerns which Employer may have in respect of a Bidder or its facilities, subcontractors or suppliers; v. The results of any interview with a Bidder or supplied references; or vi. Any knowledge of or experience with a Bidder or its principals, directions, officers and employees. <p>The Employer may independently verify any information (including conducting credit, reference and other checks with respect to a Bidder) and consider such findings in its evaluation.</p> <p>Employer is not required to inform Bidders of how Bids were ranked in the evaluation process.</p> |
| IB 28.6 | <p>Add the following new Sub-Clause IB 12.5:</p> <p>The Employer’s evaluation of a Bid will exclude and not take into Provincial sales Tax (PST).</p> |
| IB 29.1 | <p>Add the words “for the respective Lot(s)” after the words “evaluated Bid Price” in 3rd line of this Sub-Clause.</p> <p>Add the following at the end of this Sub-Clause:</p> <p>“Provided further in case a Bidder is determined to be the lowest evaluated substantially responsive in more than one Lot, the aggregate requirements delineated under Sub-Clause IB.3 hereof shall apply.”</p> |
| IB 29.2 | <p>Following text is added at the end of Sub Clause 29.2</p> <p>The Employer reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment may inter alia include for (i) document verification; (ii) details of work executed, work in hand, anticipated in future; (iii) details of tools & plant; (iv) availability of requisite key personnel (v) financial resources; (vi) details of quality system in place; (vii) past experience and performance; (viii) customer feedback (ix) Bank’s feedback etc.</p> |

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

1. Name of Procuring Agency **National Transmission and Despatch Co. Ltd (NTDCL)**
2. Method of Procurement **National Competitive Bidding (NCB) & Single Stage Single Envelope (SSSE)**
3. Title of Procurement **DETAILED SURVEY, SUB-SOIL INVESTIGATION, ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT (ESIA) AND LAND ACQUISITION AND RESETTLEMENT PLAN (LARP) STUDIES FOR 500KV D/C T/LINE FROM FAISALABAD WEST FOR IN/OUT ON GHAZI BAROTHA-ISLAMABAD WEST CIRCUIT UNDER NTDC'S OWN RESOURCES**
4. Tender Inquiry No. **TLS-19-2024**
5. PPRA Ref No. **TS548519E**
6. Date & Time of Bid Closing **11/10/2024 at 11:00 A.M.**
7. Date & Time of Bid Opening **11/10/2024 at 11:30 A.M.**
8. No of Bids Received **Three (03).**
9. Criteria for Bid Evaluation **Evaluation and Comparison of Bid as per Section-II "Instructions to Bidders & Bidding Data" of Bidding Documents**
10. Details of Bid(s) Evaluation

| Name of the Bidders | Marks | | Quoted Bid Price (Exclusive of PST) (PKR) | Quoted/Corrected Bid Price (Exclusive of PST) (PKR) | Remarks |
|-------------------------------|---------------------------|---------------------------|---|---|--------------------------------|
| | Technical (If Applicable) | Financial (If Applicable) | | | |
| M/s. Barqaab-STEPS Consortium | NIL | NIL | 50,123,534 | 50,123,534 | Responsive |
| M/s. NESPAK Pvt. Ltd. Lahore. | NIL | NIL | 108,707,000 | 108,707,000 | Responsive but Higher in Price |
| M/s. AZMEC-The SPATIO (JV) | NIL | NIL | Non-responsive The firm has been declared non-responsive owing to non-compliance of BDS Clause IB 3.1 (b) (1) (a, b & c) of the Bidding Document. | | |

1. **Most Advantageous Bidder Recommended for Award of Contract:** M/s. Barqaab-STEPS Consortium
2. **Any other additional/supporting information, the procuring agency may like to share** Nil

Signature_____

Official StampCHIEF 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.