

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 CONSULTANCY SERVICES: FOR REMEDIAL MEASURES/ SOLUTIONS FOR VULNERABLE POSITIONS OF 500KV TOWERS LOCATED AT TARBELLA DAM AREA.

➤ TENDER NUMBER CONSULTANCY SERICES.

BRIEF DESCRIPTION OF CONTRACT CONSULTANCY SERVICES: FOR REMEDIAL MEASURES/ SOLUTIONS FOR VULNERABLE POSITIONS OF 500KV TOWERS LOCATED AT TARBELLA DAM AREA.

➤ TENDER VALUE PKR: 7,340,500.

➤ ENGINEER'S ESTIMATE N/A (For Civil Works only)

➤ ESTIMATED COMPLETION PERIOD 70 Days from the date of Signing of Contract Agreement.

➤ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?      Yes/No

➤ ADVERTISEMENT:

i. PPRA Website Yes, dated: 02.11.2022 PPRA Ref. No. TS494297E Yes/No  
(Federal Agencies) (If yes give date and PPRA's tender number)

ii. Newspaper Yes, National Newspapers (Daily Khabrain & Daily Express) published on 01.01.2022 Yes/No (If yes give names of newspapers and dates)

➤ TENDER OPENED ON (DATE AND TIME) 21.11.2022 at 11:30 AM  
Technical & Financial 02.01.2023)

➤ NATURE OF PURCHASE Local Local/International

➤ EXTENSION IN DUE DATE (If any) No. Yes/No

➤ NUMBER OF TENDER DOCUMENTS SOLD 03 Nos. (Attach list of buyers) (List of Buyers is attached as Annex-A)

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS Yes  
(Yes/No) (If yes enclose a copy) (Attached as Annex-B)

6 attached 19423 . ✓

➤ 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 BOD, NTDC

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

➤ NUMBER OF BIDS RECEIVED Two (02) Nos.

➤ 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 **Two (02) Nos.**
- 1. NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **M/s. NESPAK Pvt., Ltd., 1-C Block-N, Model Town Extension Lahore.**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT **1<sup>st</sup>**
- NEED ANALYSIS (Why procurement was necessary?) **Engage consultant to carry out consultancy Services 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 **31.03.2023** (Attach a copy of agreement) (**Attach as Annex-D**)
- CONTRACT AWARD PRICE **PKR: 7,340,500.**
- 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) **Technical Specifications are attached as Annex-F.**

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

**CONSULTANCY SERVICES FOR CARRYING OUT REMEDIAL  
MEASURES/SOLUTIONS FOR VULNERABLE POSITION OF 500KV TOWERS  
LOCATED AT TARBELA DAM AREA**

**General Information for Consultants**

**1. INTRODUCTION**

500KV Transmission lines coming from Tarbela Switchyard, cross Tarbela Dam spills ways outlet channel. Due to operation of spillways and tunnel# 5, heavy flow pass through the channel. Therefore, its sides especially the right bank of Daldara channel are prone to erosion, therefore posing threat to the foundations of Tower No.07 of 500KV Tarbela Rawat and Tower No.07 500KV Tarbela- Barotha-II Transmission line located adjacent to vertical cliff of tailrace channel at right bank of Tarbela dam spillways . Distance from towers to the right bank edge with respect to time is tabulated below.

I. Tower TF007

Year	Distance from Tower to edge	Advancement towards edge
2005	148.0ft	-
2018	139.0ft	09 ft
2019	139.0ft	-
2022	136.8ft	2.2 Ft

II. Tower TR007

Year	Distance from Tower to edge	Advancement towards edge
2005	125.0ft	-
2018	106.4 ft	18.6 ft
2019	106.4 ft	-
2022	105.5ft	0.9 ft

NTDC intends to hire services of consulting firm for assessment of vulnerable tower positions/tower-relocation & proposing feasible remedial measures/solutions. The main objective of the consultancy is to provide support to the employer, for chalking out remedial plan for vulnerable tower positions in 500kV Tarbela-Barotha-II T/Line & 500kV Tarbela-Rawat T/Line, with following clear objectives: -

- I. To assess/analyze/identify vulnerable tower positions, if any, in 500kV Tarbela-Barotha-II T/Line & 500kV Tarbela-Rawat T/Line (specifically in the vicinity of tower location no. TF007 and TR007) and propose feasible remedial measures/solutions accordingly.
- II. Construction supervision for the implementation of the solution.

The cost of these services will be financed through NTDC own resources.

## **2. Procedure for Appointment of Consultants**

- 1) The Consultants will submit their complete proposals as per the invitation of RFP and schedules given therein.
- 2) The Consultants will propose their work plan and methodology for undertaking the prescribed activities by assigning responsibilities of each member for approval of NTDC where applicable and the time involved.
- 3) The Consultants having appropriate capabilities and experience of Eligible Assignments as specified in TOR will be selected to undertake the services for satisfactory performance of various elements of the assignment.
- 4) NTDC will pay the costs for the consultancy services provided as per Lump sum Contract.

## **3. Instructions Regarding Submission of Proposal**

- i. One original and two copies of the technical proposal and one original financial proposal are required to be submitted. The proposal should be in a sealed envelope indicating original or copy on each enclosure, as appropriate.
- ii. The Proposal will be valid for a period of 120 days after the last date of submission, extendable further on the expiry of this period through mutual agreement
- iii. The Proposal shall be submitted in the form and manner as specified in the RFP. The Technical Proposal shall be submitted in the form at **Annex-4** and the Financial Proposal shall be submitted in the form at **Annex-5**.
- iv. The proposal, after evaluation as per the criteria given hereinafter, will form the basis for a contract between the Consultants and NTDC.
- v. The contract will be governed by Local Law (Law of Pakistan) and regulations.
- vi. Payment of all taxes and duties in respect of consultants and their personnel will not be the responsibility of the Client.

- vii. Cost of consultancy services shall be provided separately in the Financial Proposal.
- viii. The Proposal and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page in each blue ink. All alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the authorized signatory.

#### **4. Duty to Inform**

The firms are expected to inform themselves fully of all aspects of the assignment, required consultancy services for the Project and the local conditions before submitting the Proposal by paying a visit to the Project site and sending written queries to NTDC.

The consulting firms will have no claim against NTDC or any of its representatives for damages, losses, costs or expenses, of any nature whatsoever, incurred by the firm resulting from any misunderstanding as to the nature, scope, risks and conditions of the assignment/consultancy services for the project

Firms are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with NTDC, applicable Laws and regulations or any other matter considered relevant by them.

#### **5. Amendment of RFP**

At any time prior to the deadline for submission of Proposal, NTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Firm, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the official website and by conveying the same to the prospective Firms (who have purchased the RFP document) by fax or e-mail.

All such amendments will be notified in writing through fax or e-mail to all firms who have purchased the RFP document. The amendments will also be posted on the official website along with the revised RFP containing the amendments and will be binding on all firms.

In order to afford the firms a reasonable time for taking an amendment into account, or for any other reason, NTDC may, in its sole discretion, extend the Proposal due date.

#### **6. Receipt of Complete RFP**

Firms should ensure that they have received the complete set of the RFP Documents. Every Proposal is deemed to be made on the basis of all of the RFP Documents, including any Addenda. The NTDC accepts no responsibility for any Firm lacking a complete set of the RFP Documents or any other information.

#### **7. Clarifications and Additional Information**

NTDC may request clarifications or additional information from one or more Firms after the Closing Time and prior to the completion of the evaluation and selection of the Preferred Firm. Without limiting the generality of the foregoing, NTDC may:

- (a) At any time seek clarifications, additional information or modifications in connection with a Proposal from one or more firms, and in any manner, including through written correspondence, interviews or presentations by firms;
- (b) Choose not to seek clarifications, additional information or modifications in connection with a Proposal from one or more Firms;
- (c) Discontinue seeking, for any reason, clarifications, additional information or modifications in connection with a Proposal from one or more firms; And
- (d) Seek different clarifications, additional information or modifications in connection with Proposals from different Firms.

NTDC's requests for such clarifications, additional information or modifications may be made for information that has been partially or completely omitted from a Proposal. However, NTDC does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Proposal.

If NTDC requests clarifications, additional information or modifications from a firm, such requests will be forwarded to respective firm in writing. NTDC may consider and take into account any and all additional information or clarification provided by a Firm in response to such requests in the same manner and to the same extent as if that information or clarification was part of such Firm's original Proposal. However, NTDC will not consider any information provided after the Closing Time or that is not in response to a request.

#### **8. Waiver of Non-Conformities**

NTDC may refuse to consider, remove from the evaluation process entirely and to reject outright any Proposal that NTDC determines is materially incomplete, obscure or irregular, that contains exceptions or variations not acceptable to NTDC or that omits any material information required to be submitted by this RFP.

Notwithstanding the foregoing, if a Proposal is received that, in NTDC's opinion, is materially incomplete, obscure or irregular, that contains exceptions or variations not acceptable to NTDC or that omits any material information required to be submitted by this RFP, then NTDC (taking into account the number of compliant Proposals that were actually received) may waive such non-conformance with the requirements of this RFP on such terms and conditions as NTDC may consider appropriate, even if any such non-conformance or failure to comply with the requirements of this RFP would otherwise render such Proposal null and void.

**9. Interviews**

NTDC may invite any of the Firms to meet with NTDC to provide further explanation and clarification of its Proposal. NTDC is not required to have such meetings with all Firms.

**10. Evaluation of Proposal**

NTDC will in its discretion evaluate any or all of the Proposals it receives, including all clarifications, additional information, modifications and negotiated changes, by applying the Evaluation Criteria. NTDC may develop particular criteria to facilitate its review and evaluation within the categories set out in the Evaluation Criteria. NTDC may appoint a committee to conduct the evaluation, and NTDC may be assisted by technical, financial, legal and other advisors or employees of NTDC.

Without limiting the particular criteria, NTDC may take into account the following in applying the Evaluation Criteria:

- (a) Non-performance by a Firm on previous contracts with NTDC or others;
- (b) The quality of a Firm's performance on previous contracts with NTDC or others;
- (c) Anticipated or ongoing claims with or in connection with a Firm;
- (d) Any security or safety concerns which NTDC may have in respect of a Firm or its facilities, subcontractors or suppliers;
- (e) The results of any interview with a Firm or supplied references; or
- (f) Any knowledge of or experience with a Firm or its principals, directors, officers and employees.

NTDC may independently verify any information (including conducting credit, reference and other checks with respect to a Firm) and consider such findings in its evaluation.

NTDC is not required to inform Firms of how Proposals were ranked in the evaluation process.

**i. Evaluation of Technical Proposal**

Technical Proposal will be evaluated on the basis of applicant's experience, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel. Only those applicants whose Technical Proposals get a score of 70% marks or more shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

Each Key Personnel must score minimum 70% marks except as provided herein. A Proposal will be liable to be rejected if the Team Leader scores less than 70% marks or any



two of the other Key Personnel score less than 70% marks. In case the selected firm has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a qualified candidate who, in the opinion of the Employer, would score 70% or above.

The following overall criteria will be applied to evaluate/score technical proposal on the basis of factors elaborated in Exhibit-I

Sr.#	Description	Max. Points
a.	Consultant's Experience of Eligible Assignments as required in TOR	200
b.	Adequacy of the proposed approach, work plan and methodology in responding to the TOR	100
	i. Quality of methodology	40
	ii. Work Program	20
	iii. Proposal presentation	20
	iv. Innovation /comments on TOR	20
c.	Key Personnel experience: Qualifications and competence of key personnel for this assignment	700
d.	Total Points	1000
e.	Minimum overall qualifying score	700

NTDC will evaluate at first stage the Consultants' Technical Proposal with reference to the requirements given in the Terms of Reference to ensure that the Consultants are capable to carry out the assignment with competence, insight, and in highly professional manner.

Past performance of a firm will be judged on the basis of feedback from employers of the projects mentioned in appendix-B3 to annexure-4. In this regard names, addresses and telephone numbers of the previous clients as well as their representatives should be provided in the above-mentioned form.

The specific experience of the firm and qualification & experience of the proposed personnel shall be of major concern to NTDC. Accordingly, NTDC decision to accept or reject any proposal shall be final.

For evaluation of the qualification and experience of key personnel, all relevant information including details of eligible assignments as well as detailed CVs as per format given in appendices F, G & H of Annexure-4 fully completed and duly signed need to be submitted. Marks will be deducted for incomplete/missing information. The technical proposals would be evaluated on the basis of key personnel qualifications, experience and extent of availability for this assignment.

## ii. Evaluation of Financial Proposal

The financial proposal of all technically qualified firms as per specified minimum threshold will be opened in the presence of their representatives who may attend the opening event. The formula for determining the financial score is as follows:

$$Sf = 100 Fm/F$$

Where;

Sf = Financial score

Fm = is the lowest price

F = The price of the proposal under consideration.

The weights given to the Technical and Financial proposals are as under:

Technical proposal = 80%

Financial = 20%

The single currency for the conversion of all prices expressed in various currencies into a single one is PKR. The official source of the selling (exchange) rate is TT/OD Selling rate of National Bank of Pakistan. The date of the exchange rate is 28 days prior to opening of financial proposal

## 11. Correction of Errors

Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

NTDC's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and NTDC's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost

## 12. Ranking of Proposals

- i. Ranking of proposals will be done by applying a weight of 0.80 (or 80 percent) and 0.20 (or 20 percent) respectively to the technical and financial score of each evaluated qualifying technical and financial proposal and then computing the relevant combined total score for each Consultant.

- ii. The applicant, whose proposal is ranked first, will be invited to negotiate financial and other terms including TOR, personal schedule, work schedule and reporting etc. of the contract to conclude a binding contract agreement. If negotiations prove unsatisfactory, the next ranked applicant will be invited for negotiations, and, so on, to pursue finalization of the contract award.
- iii. The representative(s) conducting negotiations on behalf of the applicants must have written authority to negotiate and finalize the terms of the contract.
- iv. If for any reason NTDC determines that it is unlikely to reach an agreement with the selected firm, NTDC may terminate negotiations and proceed in any manner, including inviting one of the other firms to enter into negotiations or terminating the Competitive Process and proceed with the Project in any other manner and with any person.
- v. The finalization and award of the Contract are subject to NTDC receiving all required approvals from the competent authorities.

### **13. Debriefing**

After NTDC and the Selected Firm have finalized and entered into the Contract, NTDC will conduct a debriefing for any other firm upon request. In a debriefing, NTDC may discuss the strengths and weaknesses of that firm's Proposal, but NTDC will not disclose or discuss any confidential information of another firm and is not required to inform firms of how the Proposals were ranked in the evaluation process.

### **14. Reservation of Rights**

Without limiting NTDC's rights under other provisions of this RFP, NTDC may:

- (a) Amend the scope of the Consultancy services, modify, cancel or suspend this RFP Stage or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) Accept or reject any Proposal based on the Evaluation Criteria determined by the NTDC;
- (c) Not accept any or all Proposals;
- (d) Amend any terms and conditions of this RFP, such as deadline dates and the business opportunity described in this RFP; and
- (e) Select the next highest ranked Firm as the Preferred Firm in the event the top ranked firm is disqualified or otherwise unable to enter into the Contract with NTDC.

### **15. Right to reject any or all Proposals**

Notwithstanding anything contained in this RFP, NTDC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of this Clause, NTDC reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Firm does not provide, within the time specified by NTDC, the supplemental information sought by NTDC for evaluation of the Proposal. Misrepresentation/ improper response by the Firm may lead to the disqualification of the Firm. If the Firm is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Firm gets disqualified / rejected, then NTDC reserves the right to consider the next best Firm, or take any other measure as may be deemed fit in the sole discretion of NTDC, including annulment of the Selection Process.

**16. Confidentiality**

NTDC will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. NTDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the NTDC.

**17. No Collusion**

By submitting a Proposal, each firm on its own behalf and as authorized agent of each firm, corporation or individual member of the firm and firm's team, represents, warrants and confirms to NTDC, with the knowledge and intention that NTDC will rely on such representation, warranty, and confirmation, that its Proposal has been prepared and submitted without collusion or fraud, and in fair competition with prospective firms, prospective firm's teams, and other firms.

**18. Consultant Code of Conduct**

Each firm should review and comply with the PEC Consultant Code of Conduct.

**19. No Lobbying**

Firms and their respective Firm Teams, the members of their Firm Teams, and any other firm, corporation or individual member of any of them will not communicate or attempt to communicate directly or indirectly with NTDC, including any employees,

directors, officers, agents or representatives of any of them during any part of the Competitive Selection Process, except as expressly directed or permitted by NTDC. Firms will also not engage in any form of political or other lobbying whatsoever with respect to the consultancy Project, or otherwise attempt to influence the outcome of the Competitive Selection Process. In the event of any such communications or lobbying, NTDC may at any time, but is not required to, reject any Proposal by that Firm without further consideration, and either terminate that Firm's right to continue participating in this RFP Stage and subsequent stages of the Competitive Selection Process, or impose such conditions on that Firm's continued participation in the Competition Selection Process as NTDC considers is in the public interest or otherwise appropriate.

## 20. Conflict of Interest

Consultant shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other NTDCs, or that may place them in a position of not being able to carry out the assignment in the best interest of NTDC. Without limitation on the generality of the foregoing, Consultant, and any of their associates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

- i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- ii) If a consultant is associated with or affiliated to a contractor or manufacturer, or
- iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultant, the Consultant should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify if self and its associates from work, in any other capacity or any future project within the next five years, that may emerge from this assignment (including bidding or any part of the future project). The contract with the Consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
- iv) If there is a conflict among consulting assignments, the Consultant (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case, while continuity of consulting services may be appropriate in particular situations if no conflict exist, a Consultant cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a

Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a NTDC in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

## **21. Language**

The Proposal with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail. Any portions of Proposals that are not in English may not be evaluated.

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

1. Name of Procuring Agency **National Transmission and Despatch Co. Ltd (NTDC)**
2. Method of Procurement **National Competitive Bidding (NCB) Single Stage Two Envelope (STSE)**
3. Title of Procurement **Consultancy Services for Remedial Measures/ Solutions for Vulnerable Position of 500KV Towers Located at Tarbela Dam Area.**
4. Tender Inquiry No. **RFP,**
5. PPRA Ref No. **TS494297E**
6. Date & Time of Bid Closing **21.11.2022 at 11:00 A.M.**
7. Date & Time of Bid Opening **21.11.2022 at 11:30 A.M.**  
**Financial: 02.01.2023 at 11:30 A.M.**
8. No of Bids Received **Two (02) Nos.**
9. Criteria for Bid Evaluation **Evaluation and Comparison of Bid as per Section-I "Instructions to Bidders" of Bidding Documents**
10. Details of Bid(s) Evaluation

Name of the Bidders	Marks		Quoted Bid Prices (PKR) (Exclusive of Sales Tax)	Evaluated Bid Price (PKR) (Exclusive of Sales Tax)	Remarks
	Weighted Technical Score	Weighted Financial Score			
M/s. NESPAK Pvt., Ltd., Lahore	76.56	17.17 (Total Score 93.73)	PKR: 7,340,500	PKR: 7,340,500	Responsive
M/s. Barqaab Consultancy Services Pvt., Ltd., Lahore	64.0	20 (Total Score 84.0)	PKR: 6,300,000	PKR: 6,300,000	Responsive but lower in Ranking
<b>Lowest Evaluated Responsive Bidder</b>			Awarded to M/s. NESPAK Lahore contract amount PKR: 7,340,500/- (Exclusive of Sales Tax)		

11. Lowest Evaluated Responsive Bidder

M/s. NESPAK Pvt. Ltd., Lahore

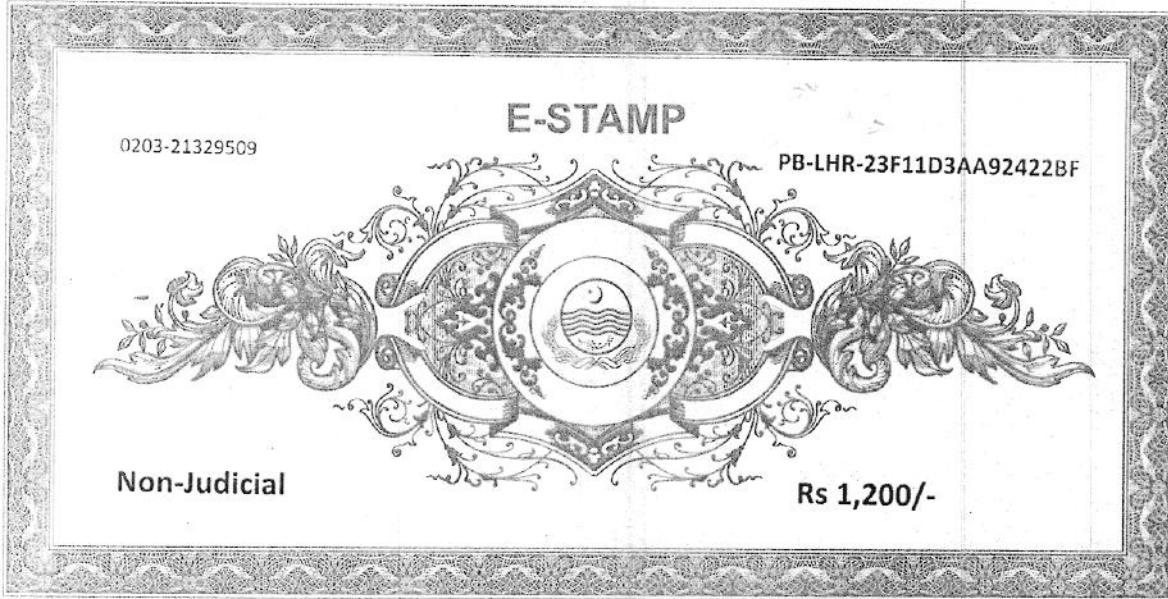
12. Any other additional / supporting Information, the procuring agency may like to share.

NIL

Signature: \_\_\_\_\_

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

**Note:** The above evaluation results are based on 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.



Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: NESPAK [08000-0000000-0]
Second Party	: NTDC [08000-0000000-0]
Agent	: NESPAK [08000-0000000-0]
Stamp Duty Paid by	: NTDC [08000-0000000-0]
Issue Date	: 30-Mar-2023, 09:23:57 AM
Paid Through Challan	: 20231494F2CC0AF2
Amount in Words	: One Thousand Two Hundred Rupees Only

## CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

Between  
**NATIONAL TRANSMISSION AND DESPATCH COMPANY (NTDC)**  
 (The Client)

And  
**NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED (NESPAK)**  
 (The Consultant)

For  
**REMEDIAL MEASURES/ SOLUTIONS FOR VULNERABLE POSITION OF  
 500KV TOWERS LOCATED AT TARBELA DAM AREA.**

13 1 MAR 2023

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ day of April, 2023, between, on the one hand, National Transmission and Despatch Company (NTDC) (hereinafter called the "the Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, National Engineering Services Pakistan (Pvt.) Limited (NESPAK) (hereinafter called "the Consultants" which expression shall include the successors, legal representatives and permitted assigns) at Contract Price of **PKR 7,340,500 (PKR Seven Million, Three Hundred Forty Thousand, Five Hundred Only) (Exclusive of PST)**.

WHEREAS

(a) The Client has requested the Consultants to provide certain consulting services as defined in General Conditions of Contract attached to this Contract (hereafter called the "Services"; and



Sh N







**E-STAMP**  
CONTINUATION SHEET

(b) The Consultants, having represented to the Client that they have the required professional and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) the General Conditions of Contract;
- (b) the Special Conditions of Contract;
- (c) the Minutes of Pre-Award Meeting
- (d) Integrity Pact
- (e) the following Appendices:

Appendix-A: The Project & Scope of Services

Appendix-B: Time Schedule

Appendix-C: Remuneration for Services & Schedule of Payment

Appendix-D: Special Conditions

Appendix-E: Approach, Methodology and work plan for performance of Assignment.

Appendix-F: Composition of Key Personnel and Task Assigned

Appendix-G: Present Staff Deployment.

Appendix-H: Completion and Submission of Reports.

Appendix-I: Work Plan / Activity Schedule


2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

**For and behalf of NTDC ("The Client")**

Witness  
Signature: [Signature]  
Name; M. Zahid Iqbal  
Manager (Procurement) MP&M  
C/O C.E (MP&M) NTDC, Lahore  
Title: [Signature]

Signature: [Signature]  
Name; \_\_\_\_\_  
Title: \_\_\_\_\_  


**For and behalf of M/s. NESPAK Pvt., Ltd., Lahore  
("The Consultants")**

Witness: [Signature]  
Signature: \_\_\_\_\_  
Name; SHAKIR HAFEEZ  
GM / Head (Transmission)  
Power & Mechanical Division  
National Engineering Services  
Pakistan Limited (NESPAK)  
Title: \_\_\_\_\_

(CONSULTANTS)  
Signature: [Signature]  
Name; NADEEM ASHRAF  
Executive Vice President/Head  
(Power & Mechanical Division)  
NESPAK, Nespak House  
Lahore  
Title: \_\_\_\_\_

**ii. Evaluation of Financial Proposal**

The financial proposal of all technically qualified firms as per specified minimum threshold will be opened in the presence of their representatives who may attend the opening event. The formula for determining the financial score is as follows:

$$S_f = 100 F_m/F$$

Where;

$S_f$  = Financial score

$F_m$  = is the lowest price

$F$  = The price of the proposal under consideration.

The weights given to the Technical and Financial proposals are as under:

Technical proposal = 80%

Financial = 20%

The single currency for the conversion of all prices expressed in various currencies into a single one is PKR. The official source of the selling (exchange) rate is TT/OD Selling rate of National Bank of Pakistan. The date of the exchange rate is 28 days prior to opening of financial proposal

**11. Correction of Errors**

Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

NTDC's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and NTDC's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost

**12. Ranking of Proposals**

- i. Ranking of proposals will be done by applying a weight of 0.80 (or 80 percent) and 0.20 (or 20 percent) respectively to the technical and financial score of each evaluated qualifying technical and financial proposal and then computing the relevant combined total score for each Consultant.

- ii. The applicant, whose proposal is ranked first, will be invited to negotiate financial and other terms including TOR, personal schedule, work schedule and reporting etc. of the contract to conclude a binding contract agreement. If negotiations prove unsatisfactory, the next ranked applicant will be invited for negotiations, and, so on, to pursue finalization of the contract award.
- iii. The representative(s) conducting negotiations on behalf of the applicants must have written authority to negotiate and finalize the terms of the contract.
- iv. If for any reason NTDC determines that it is unlikely to reach an agreement with the selected firm, NTDC may terminate negotiations and proceed in any manner, including inviting one of the other firms to enter into negotiations or terminating the Competitive Process and proceed with the Project in any other manner and with any person.
- v. The finalization and award of the Contract are subject to NTDC receiving all required approvals from the competent authorities.

### **13. Debriefing**

After NTDC and the Selected Firm have finalized and entered into the Contract, NTDC will conduct a debriefing for any other firm upon request. In a debriefing, NTDC may discuss the strengths and weaknesses of that firm's Proposal, but NTDC will not disclose or discuss any confidential information of another firm and is not required to inform firms of how the Proposals were ranked in the evaluation process.

### **14. Reservation of Rights**

Without limiting NTDC's rights under other provisions of this RFP, NTDC may:

- (a) Amend the scope of the Consultancy services, modify, cancel or suspend this RFP Stage or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) Accept or reject any Proposal based on the Evaluation Criteria determined by the NTDC;
- (c) Not accept any or all Proposals;
- (d) Amend any terms and conditions of this RFP, such as deadline dates and the business opportunity described in this RFP; and
- (e) Select the next highest ranked Firm as the Preferred Firm in the event the top ranked firm is disqualified or otherwise unable to enter into the Contract with NTDC.

### **15. Right to reject any or all Proposals**

Notwithstanding anything contained in this RFP, NTDC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of this Clause, NTDC reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Firm does not provide, within the time specified by NTDC, the supplemental information sought by NTDC for evaluation of the Proposal. Misrepresentation/improper response by the Firm may lead to the disqualification of the Firm. If the Firm is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Firm gets disqualified / rejected, then NTDC reserves the right to consider the next best Firm, or take any other measure as may be deemed fit in the sole discretion of NTDC, including annulment of the Selection Process.

#### **16. Confidentiality**

NTDC will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. NTDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the NTDC.

#### **17. No Collusion**

By submitting a Proposal, each firm on its own behalf and as authorized agent of each firm, corporation or individual member of the firm and firm's team, represents, warrants and confirms to NTDC, with the knowledge and intention that NTDC will rely on such representation, warranty, and confirmation, that its Proposal has been prepared and submitted without collusion or fraud, and in fair competition with prospective firms, prospective firm's teams, and other firms.

#### **18. Consultant Code of Conduct**

Each firm should review and comply with the PEC Consultant Code of Conduct.

#### **19. No Lobbying**

Firms and their respective Firm Teams, the members of their Firm Teams, and any other firm, corporation or individual member of any of them will not communicate or attempt to communicate directly or indirectly with NTDC, including any employees,

directors, officers, agents or representatives of any of them during any part of the Competitive Selection Process, except as expressly directed or permitted by NTDC. Firms will also not engage in any form of political or other lobbying whatsoever with respect to the consultancy Project, or otherwise attempt to influence the outcome of the Competitive Selection Process. In the event of any such communications or lobbying, NTDC may at any time, but is not required to, reject any Proposal by that Firm without further consideration, and either terminate that Firm's right to continue participating in this RFP Stage and subsequent stages of the Competitive Selection Process, or impose such conditions on that Firm's continued participation in the Competition Selection Process as NTDC considers is in the public interest or otherwise appropriate.

## 20. Conflict of Interest

Consultant shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other NTDCs, or that may place them in a position of not being able to carry out the assignment in the best interest of NTDC. Without limitation on the generality of the foregoing, Consultant, and any of their associates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

- i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- ii) If a consultant is associated with or affiliated to a contractor or manufacturer, or
- iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultant, the Consultant should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify if self and its associates from work, in any other capacity or any future project within the next five years, that may emerge from this assignment (including bidding or any part of the future project). The contract with the Consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
- iv) If there is a conflict among consulting assignments, the Consultant (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case, while continuity of consulting services may be appropriate in particular situations if no conflict exist, a Consultant cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a

Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a NTDC in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

**21. Language**

The Proposal with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail. Any portions of Proposals that are not in English may not be evaluated.

**9. Interviews**

NTDC may invite any of the Firms to meet with NTDC to provide further explanation and clarification of its Proposal. NTDC is not required to have such meetings with all Firms.

**10. Evaluation of Proposal**

NTDC will in its discretion evaluate any or all of the Proposals it receives, including all clarifications, additional information, modifications and negotiated changes, by applying the Evaluation Criteria. NTDC may develop particular criteria to facilitate its review and evaluation within the categories set out in the Evaluation Criteria. NTDC may appoint a committee to conduct the evaluation, and NTDC may be assisted by technical, financial, legal and other advisors or employees of NTDC.

Without limiting the particular criteria, NTDC may take into account the following in applying the Evaluation Criteria:

- (a) Non-performance by a Firm on previous contracts with NTDC or others;
- (b) The quality of a Firm's performance on previous contracts with NTDC or others;
- (c) Anticipated or ongoing claims with or in connection with a Firm;
- (d) Any security or safety concerns which NTDC may have in respect of a Firm or its facilities, subcontractors or suppliers;
- (e) The results of any interview with a Firm or supplied references; or
- (f) Any knowledge of or experience with a Firm or its principals, directors, officers and employees.

NTDC may independently verify any information (including conducting credit, reference and other checks with respect to a Firm) and consider such findings in its evaluation.

NTDC is not required to inform Firms of how Proposals were ranked in the evaluation process.

**i. Evaluation of Technical Proposal**

Technical Proposal will be evaluated on the basis of applicant's experience, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel. Only those applicants whose Technical Proposals get a score of 70% marks or more shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

Each Key Personnel must score minimum 70% marks except as provided herein. A Proposal will be liable to be rejected if the Team Leader scores less than 70% marks or any

two of the other Key Personnel score less than 70% marks. In case the selected firm has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a qualified candidate who, in the opinion of the Employer, would score 70% or above.

The following overall criteria will be applied to evaluate/score technical proposal on the basis of factors elaborated in Exhibit-I

Sr.#	Description	Max. Points
a.	Consultant's Experience of Eligible Assignments as required in TOR	200
b.	Adequacy of the proposed approach, work plan and methodology in responding to the TOR	100
	i. Quality of methodology	40
	ii. Work Program	20
	iii. Proposal presentation	20
	iv. Innovation /comments on TOR	20
c.	Key Personnel experience: Qualifications and competence of key personnel for this assignment	700
d.	Total Points	1000
e.	Minimum overall qualifying score	700

NTDC will evaluate at first stage the Consultants' Technical Proposal with reference to the requirements given in the Terms of Reference to ensure that the Consultants are capable to carry out the assignment with competence, insight, and in highly professional manner.

Past performance of a firm will be judged on the basis of feedback from employers of the projects mentioned in appendix-B3 to annexure-4. In this regard names, addresses and telephone numbers of the previous clients as well as their representatives should be provided in the above-mentioned form.

The specific experience of the firm and qualification & experience of the proposed personnel shall be of major concern to NTDC. Accordingly, NTDC decision to accept or reject any proposal shall be final.

For evaluation of the qualification and experience of key personnel, all relevant information including details of eligible assignments as well as detailed CVs as per format given in appendices F, G & H of Annexure-4 fully completed and duly signed need to be submitted. Marks will be deducted for incomplete/missing information. The technical proposals would be evaluated on the basis of key personnel qualifications, experience and extent of availability for this assignment.



## ii. Evaluation of Financial Proposal

The financial proposal of all technically qualified firms as per specified minimum threshold will be opened in the presence of their representatives who may attend the opening event. The formula for determining the financial score is as follows:

$$Sf = 100 Fm/F$$

Where;

Sf = Financial score

Fm = is the lowest price

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**17. No Collusion**

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directors, officers, agents or representatives of any of them during any part of the Competitive Selection Process, except as expressly directed or permitted by NTDC. Firms will also not engage in any form of political or other lobbying whatsoever with respect to the consultancy Project, or otherwise attempt to influence the outcome of the Competitive Selection Process. In the event of any such communications or lobbying, NTDC may at any time, but is not required to, reject any Proposal by that Firm without further consideration, and either terminate that Firm's right to continue participating in this RFP Stage and subsequent stages of the Competitive Selection Process, or impose such conditions on that Firm's continued participation in the Competition Selection Process as NTDC considers is in the public interest or otherwise appropriate.

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- i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- ii) If a consultant is associated with or affiliated to a contractor or manufacturer, or
- iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultant, the Consultant should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify if self and its associates from work, in any other capacity or any future project within the next five years, that may emerge from this assignment (including bidding or any part of the future project). The contract with the Consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
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Sr.#	Name of Purchaser RFP for Tarbela Dam-2022
1. <input checked="" type="checkbox"/> ①	<b>M/s. NESPAK Pvt. Ltd. Lahore</b>  1-C, Block-N, Model Town, Extension, Lahore Tel: 042-99090000, Fax: 042-99231936 Email: <a href="mailto:nеспакpm@gmail.com">nеспакpm@gmail.com</a>
2. <input checked="" type="checkbox"/> ②	<b>M/s. BARQAAB Consulting Services Pvt. Ltd. Lahore</b>  Sunny View Estate, Kashmir Road, Lahore Tel: 042-99202093-94, Fax: 042-99202095 Email: <a href="mailto:info@barqaab.com">info@barqaab.com</a>
3.	<b>M/s. TPM Consulting SMC Pvt. Ltd. – Ghods Niroo Engineering Co. (JV)</b>  Bungalow No. 665, Street No. 113, Sector G 9/3, Islamabad Cell: 0335-4200624 Email: <a href="mailto:tpmconsulting67@gmail.com">tpmconsulting67@gmail.com</a>

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