


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**
- **TITTLE OF CONTRACT PROCUREMENT OF 220KV & 132KV (BUS & LINE) DISCONNECTORS UNDER NTDC OWN RESOURCES**
- **TENDER NUMBER NOR-121D-2022**
- **BRIEF DESCRIPTION OF PROCUREMENT OF 220KV & 132KV (BUS & LINE) DISCONNECTORS UNDER NTDC OWN RESOURCES**
- **TENDER VALUE**
 - Lot-I: CNY 7,010,300
 - Lot-II: PKR 92,976,100 + USD 423,257 (Ex-Works) +PKR 2,725,000 (Inland Transportation)
- **ENGINEER'S ESTIMATE**
 - Lot-I: USD 954,387
 - Lot-II: USD 875,817
- **ESTIMATED COMPLETION PERIOD 180 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: 12/03/2022 PPRA Ref. No. TS478116E Yes/No
(Federal Agencies) (If yes give date and PPRA's tender number)
 - ii. Newspaper Yes, (The Express Tribune) published on 12/03/2022 Yes/No (If yes give names of newspapers and dates)
- **TENDER OPENED ON (DATE AND TIME) 27-04-2022 at 02:30 P.M**
- **NATURE OF PURCHASE International Local/International**
- **EXTENSION IN DUE DATE (If any) Yes Yes/No**
- **NUMBER OF TENDER DOCUMENTS SOLD 04 Nos. (Attach list of buyers) (List of Buyers is attached as Annex-A)**

S ntdc 12523 

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

➤ **WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS** Yes
(Yes/No) (If yes enclose a copy) (Attached as Annex-C)

➤ **WHICH METHOD OF PROCUREMENT WAS USED:-** (Tick one)

a. **SINGLE STAGE – ONE ENVELOPE PROCEDURE** _____

b. **SINGLE STAGE – TWO ENVELOPE PROCEDURE** _____

c. **TWO STAGE BIDDING PROCEDURE** _____

d. **TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE** _____

Please specify if any other method of procurement was adopted with brief reasons (i.e. Emergency, Direct Contracting, and Negotiated Tendering etc.)

➤ **WHO IS THE APPROVING AUTHORITY** Board of Directors (BoD) NTDC

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

➤ **NUMBER OF BIDS RECEIVED**

- Lot-I: 02 (Two)
- Lot-II: 03 (Three)

➤ **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, Lot-I: M/s. Sieyuan Electric Co. Ltd., China, 1H-24B, Gulberg III, Falcon Complex Lahore
Lot-II: M/s. EMCO Industries Limited. 4th Floor, National Tower, 28-Egerton Road Lahore.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1st
- NEED ANALYSIS (Why procurement was necessary?) Procurement was made for Construction of Special Economic Zone Projects.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)
Yes, To entertain prospective participants clarifications.
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes Yes/No
- DATE OF CONTRACT SIGNING Lot-I: 21/12/2022 & Lot-II: 21/02/2023. (Attach a copy of agreement) (Attach as Annex-D)
- CONTRACT AWARD PRICE
 - Lot-I: CNY 7,010,300
 - Lot-II: PKR 92,976,100 + USD 423,257 (Ex-Works) +PKR 2,725,000 (Inland Transportation)
- 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 Yes (Yes/No) (If yes result thereof)
The complaint was lodged by one of the technically responsive firms against another firm that was disposed off by Grievance Redressal Committee of NTDC after detailed deliberations & matter has been settled.
- 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.

Sr.#	Name of Purchaser NOR-121D-2022
1.	<p>M/s. Shandong Taikai Disconnector Co. Ltd. China</p> <p>M/s. Alpine Enterprises Lahore Office No. 509, 510, 516 National Tower 28-Egerton Road, Lahore Tel: 042-36311747, Fax: 042-36300457, Cell: 0333-4268063 Email ageel_shafi@hotmail.com</p>
2.	<p>M/s. Emco Industries Limited Lahore</p> <p>4th Floor, National Tower, 28-Egerton Road, Lahore Tel: 042-36368119, Fax: 042-37168922 Email: insulator@emco.com.pk</p>
3.	<p>M/s. Sleyuan Electric Co. Ltd. China</p> <p>1H-248, Gulberg III, Falcon Complex Lahore Cell: 0313-7698888 Email zxcg.11584@sleyuan.com</p>
4.	<p>M/s. Genser Genel Muhendislik Taahhut Ve Ticaret Anonim Sirketi Turkey</p> <p>128-A, Tricon Village, Main Canal Bank, Lahore Cell: 0300-8483288 Email: javed.tanveer@gmail.com</p>

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 Purchaser as defined in the Bidding Data hereinafter called "the Purchaser" wishes to receive bids for the supply of Engineering Goods as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Goods".
- 1.2 The successful Bidder will be expected to supply the Goods within the time specified in the Bidding Documents.
- 1.3 All Goods to be supplied under the Contract shall have as their country of origin an eligible country as per Appendix-A to Bid.
- 1.4 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants.
- 1.5 The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 1.6 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.
- 1.7 The bidding is open to National/International Competitive Bidding as indicated in the Bidding Data.

IB.2 Source of Funds

- 2.1 The Purchaser 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. A Bidder having the nationality of an eligible country in accordance with Appendix A to Bid.
 - b. Duly prequalified / enlisted with the Purchaser.

IB.2 Source of Funds

2.1 The total price of the Goods to be supplied under this Contract shall be financed by the Purchaser through its own resources.

IB.3 Eligible Bidders

3.1 Replace Sub-Clause IB 3.1 with the following:

- a) This Invitation for Bids is open to all Bidders having the nationality of an Eligible Country in accordance with Appendix – A to Bidding Data:
- b) The Bidder shall be manufacturer or Supplier legally registered for at least five (05) years. A copy of legal registration certificate shall be submitted along with the Bid.
- c) The local Bidder shall be registered with Income Tax and Sales Tax Departments and shall be on Active Taxpayers List of the Federal Board of Revenue.
- d) The Bidder/manufacturer shall not be blacklisted by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder/manufacturer should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder/manufacturer that the Bidder/manufacturer is not black listed by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids.
- e) The bidder shall submit an unconditional "Comfort Letter" along with their bid as per Appendix-A1 to Bidding Data from a Scheduled Bank (the "Bank") in Pakistan to extend banking facilities to the bidder including but not limited to opening of Letter of Credit, making payment through direct disbursement procedure, retirement of shipping documents, issuance of Electronic Import Form (EIF) for custom clearance purposes, in case of award of Contract.
NTDC however, shall bear non risk in case of non-commitment by the Bank after award of Contract. Further, it shall not be binding upon NTDC to avail banking facility from the Particular Bank.

The following Clause is added after Clause IB 3

IB 3A Qualification of the Bidder

- a) To be qualified for award of a Lot, the Bidder shall meet the experience, capability and adequacy of resources as per criteria delineated herein below:

I. Contract Experience

The Bidder must have successfully completed supply contract(s) regarding substation/Transmission Line material within the last ten (10) years, having total value of contract(s) (i.e. sum of value of multiple contracts) at least equivalent to or more than the amounts quoted below:

Lot No.	Description	Contract Value (USD)
I	245kV, 2000A, 40kA Bus Disconnectors	0.98 Million

	245kV, 2000A, 40kA Line Disconnectors	
II	145kV, 2000A, 40kA Bus Disconnectors (Serial type)	0.88 Million
	145kV, 2000A, 40kA Bus Disconnectors (Parallel type)	
	145kV, 2000A, 40kA Line Disconnectors	

The Bidder shall submit with the bid evidence in this regard including inter alia copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). In case of JV, all JV partners shall combinely meet the said required experience.

2. Manufacturing Experience Criteria

- i. The manufacturer must have at least 5 years design/manufacturing experience of similar equipment/goods of the respective Lot with similar or higher rating and capacity. Details in this regard should be submitted in the prescribed format given in Appendix-D & E to Bidding Data.
- ii. The manufacturer shall have manufactured and supplied similar equipment/goods of the similar or higher rating and capacity in quantities at least equal to the 100% quantities of the respective Lot required under the Bidding Documents within a continuous period of fifteen (15) months during the last ten (10) years in a single or multiple contracts in case of following equipment:
 - a. Equipment mentioned in Type Test Policy
 - b. Auto-transformer
 - c. Power-transformer
 - d. Shunt reactor
 - e. Telecom Equipment
 - f. Protection, Control, Monitoring, Recording and Automation Equipment

The manufacturer must have experience for supplying similar equipment/goods outside the country of origin of offered equipment/goods or within Pakistan during last ten (10) years. The Bidder shall submit with the Bid, copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bill(s) of lading, inspection certificate(s) etc.), duly notarized, for the contract(s).

- iii. For the equipment not listed above, the requirement mentioned at Sr. (ii) shall not be applicable.

3. Performance Criteria

- i. The bidder shall submit at least one (01) operational certificate with the Bid

- from the end user from Pakistan or from outside the country of origin of offered equipment/goods to establish satisfactory operation for a continuous period of at least three years prior to deadline for submission of Bids. The submitted operational certificate must indicate the name of the end user/client along with its contact address, phone numbers, fax numbers, website and email addresses.
- ii. The Bidder shall also submit copies of contract agreements duly notarized (along with notarized translation in English if original is in different language) for these supplies. Further, summary of Operational Experience shall be provided as per Appendix-F to Bidding Data.
 - iii. If the bidder has already supplied the offered equipment/goods to Purchaser (i.e. NTDC) and the same is in satisfactory operation for a continuous period of at least three years prior to deadline for submission of Bids, the same shall be considered equivalent to criteria mentioned in clause IB3A(a)(3)(i). The bidder shall submit purchase Order(s)/ Educational Order(s)/Contract Agreement(s) in such case along with Completion Certificates(s)/Good Receipt Note (GRN).
4. Supply Capacity
The manufacturer shall provide the following information with the Bid to establish its capacity/capability to execute the order.
- a. Manufacturing Capacity
 - b. Orders in hand
 - c. Expected orders in pipe line
 - d. Implementation schedule of the orders in hand
- The manufacturing capacity of the Bidder should be at least equal to orders in hand, expected orders in pipeline and this order (if placed on it).
5. Type Testing
The Goods offered by the Bidder shall be type tested in accordance with Specifications- Technical Provisions of the Bidding Documents. In case of non-submission of type test reports with the Bid or not meeting the requirements given in Specifications - Technical Provisions of the Bidding Documents the Bid shall be rejected by the Purchaser as non-responsive.
6. Financial Criteria of Bidder
The Purchaser will take into account the following criteria to verify the financial qualification of the Bidder.
- i. The audited Financial "Standalone" Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder. The Bidder's Financial Statements for the last three years of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities (Information to be submitted in Appendix-H to Bidding Data). In case of JV, each JV partner shall meet the aforementioned criteria.
 - ii. The Bidder's Income & Expenditure / Profit and Loss Accounts should show minimum average annual turnover for the last three years not less

than:

Minimum Required Average Annual Turnover (USD)		
Lot No.	Description	AAT (USD)
I	245kV, 2000A, 40kA Bus Disconnectors	0.78 Million
	245kV, 2000A, 40kA Line Disconnectors	
II	145kV, 2000A, 40kA Bus Disconnectors (Serial type)	0.71 Million
	145kV, 2000A, 40kA Bus Disconnectors (Parallel type)	
	145kV, 2000A, 40kA Line Disconnectors	

In case of JV, all the JV partners shall combinely meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

- iii. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means, net of current commitments, to meet the total cash flow requirements for each lot as mentioned below for evaluation purpose (Information to be submitted in Appendix-J & K to Bidding Data):

Lot No.	Description	Financial Resources (USD)
I	245kV, 2000A, 40kA Bus Disconnectors	0.78 Million
	245kV, 2000A, 40kA Line Disconnectors	
II	145kV, 2000A, 40kA Bus Disconnectors (Serial type)	0.71 Million
	145kV, 2000A, 40kA Bus Disconnectors (Parallel type)	
	145kV, 2000A, 40kA Line Disconnectors	

In case of JV, all the JV partners shall combinedly meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.

If a Bidder is determined to be lowest evaluated substantially responsive in more than one Lot, qualification of the Bidder shall be assessed to meet the aggregate requirements regarding contract experience, manufacturing experience, supply capacity and financial criteria stipulated herein above for award of multiple Lots.

(Note: total value of contract(s), average annual turnover and financial resources shall be converted to equivalent US\$/PKR using the Telegraphic Transfer and On Demand (TT&OD) composite exchange rates (selling) published by National Bank of Pakistan prevailing twenty-eight (28) days prior

to the date of the opening of Bids.)

7. Litigation History

Bidders are requested to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last five years. The Purchaser may disqualify the Bidder in the event that the total amount of pending or threatened litigation, arbitration or other claims represents twenty five percent (25%) of the Bidder's net worth. Details in this regards should be submitted in the prescribed format given in Appendix-L to Bidding Data.

The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

The above stated requirements are the minimum and the Purchaser reserves the right to request for any additional information. The Purchaser also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the Contract.

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 Purchaser does not have an obligation to request any document/certificates.

1B.4 **One Bid per Bidder**

4.1 Add the following at the end of sub-clause 4.1:

Two or more firms partially or wholly owned or directed by common individuals, regardless of the extent of their shares or interest with each other shall not be eligible to bid or compete for the same tender. Only one such firm shall be eligible to bid for a tender. However, such firms may form a joint venture to bid as one venture.

B. **BIDDING DOCUMENTS**

1B.7 **Contents of Bidding Documents**

7.1 Delete the text of this Sub-Clause and substitute with the following:

The Bidding Documents are those stated below, and shall be read in conjunction with any Addendum issued in accordance with Clause 1B.9.

1. Instructions to Bidders
2. Bidding Data and Appendices
3. Forms of Bid and Schedules to Bid
4. General Conditions of Contract, Part-I (GCC)
5. Particular Conditions of Contract, Part-II (PCC)
6. Form of Bid Security
7. Form of Performance Security

- 24.2 The Purchaser may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.25 Late Bids

- 25.1 (a) Any bid received by the Purchaser after the deadline for submission of bids prescribed in Clause IB.24 will be returned unopened to such bidder.
- (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.26 Modification, Substitution and Withdrawal of Bids

- 26.1 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 Purchaser prior to the deadline for submission of bids.
- 26.2 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.23 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 26.3 No bid may be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 26.1 and 31.2.
- 26.4 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.19.

E. BID OPENING AND EVALUATION

IB.27 Bid Opening

- 27.1 The Purchaser will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.26, 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.
- 27.2 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.26 shall not be opened.

- 27.3 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 Purchaser may consider appropriate, will be announced by the Purchaser at the opening of bids.
- 27.4 Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 27.3.

IB.28 Process to be Confidential

- 28.1 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 Purchaser'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.29 Clarification of Bids

- 29.1 To assist in the examination, evaluation and comparison of bids, the Purchaser 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 Purchaser in the evaluation of the bids in accordance with Clause IB.32.

IB.30 Examination of Bids and Determination of Responsiveness

- 30.1 Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 30.2 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 Goods; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser'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.

- 30.3 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.31 Correction of Errors

- 31.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser 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 Purchaser 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.
- 31.2 The amount stated in the Form of Bid will be adjusted by the Purchaser 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 19.6(b) hereof.

IB.32 Evaluation and Comparison of Bids

- 32.1 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.30.
- 32.2 In evaluating the Bids, the Purchaser 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.31;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria
- 32.3 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.
- 32.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of Goods to be delivered under the Contract,

the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Purchaser may require that the amount of the Performance Security set forth in Clause IB.37 be increased at the expense of the successful Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful bidder under the Contract.

IB.33 Post Qualification of the Bidder

- 33.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

IB.34 Award

- 34.1 Subject to Clauses IB.35 and IB.39, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 33.2.
- 34.2 The Purchaser, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

IB.35 Purchaser's Right to Accept any Bid and to Reject any or all Bids

- 35.1 Notwithstanding Clause IB.34, the Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid,

Fax No. 0092-42-99202173

23.2 (b) Name of the Project: **PROCUREMENT OF 220 KV & 132KV (BUS & LINE) DISCONNECTORS UNDER NTDC OWN RESOURCES**
Identification No.: NOR-121D-2022

23.2 (c) Para (c) of Sub-Clause 23.2 is substituted by the following:

The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with IB 27.1. The envelopes containing the Price Bid shall bear a warning not to open until advised by the Purchaser in accordance with IB 27.2.

IB.24 Deadline for Submission of Bids

24.1 (a) Deadline for submission of bids:
Date: _____, 2022.
Time: 11:00 am

24.1 Add the following new Para (c) at the end of Sub-Clause:

(c) Bids submitted through fax or email shall not be considered.

B. BID OPENING AND EVALUATION

IB.27 Bid Opening

Sub-Clause IB.27 is substituted by the following:

27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified herein in the presence of Bidder's designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance.

Date: _____, 2022.

Time: 11:30 am

Address: Chief Engineer (MP&M), NTDC,
8th Floor, Shaheen Complex, Egerton Road, Lahore - Pakistan

27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Price Bid is submitted unsealed or found unsealed inside the envelope of Technical Bid, the Purchaser shall reject the entire Bid and record at the time of opening of the Technical Bids.

27.3 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.

- 27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB 27.2. 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.
- 27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price 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 Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with IB 27.2.
- 27.6 All other envelopes holding the Technical Bids, except the Bids rejected pursuant to Sub-Clause IB.27.2, shall be opened one at a time, and the following read out and recorded
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of an undertaking by the Bidder in respect of submission of required Bid Security; and
 - (d) any other details as the Purchaser may consider appropriate.
- Only Technical Bids and alternative Technical Bids (if allowed under Sub-Clause IB.20 hereof) read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the Bidding Data, the Form of Technical Bid is to be initialed by the nominated representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB.25.1.
- 27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of an undertaking of Bid Security. A copy of the record shall be distributed to all Bidders.
- 27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents and return their Price Bids unopened.

27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded

- (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 Purchaser may consider appropriate.

Only Price Bids, discounts, cross discounts and alternative offers (if allowed under Sub-Clause IB.20 hereof) read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the Bidding Data and Appendices, the Form of Price Bid and Price Schedules are to be initialed by nominated representatives of the Purchaser attending the bid opening.

27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, cross discounts, any 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.

IB.28 **Process to be Confidential**

Add the following new Sub-Clause after Sub-Clause IB 28.1:

28.2 Bidders and their respective agents, manufacturers/suppliers, representatives and anyone else on behalf of the Bidder will not unsolicitedly communicate or attempt to communicate directly or indirectly with the Purchaser including its employees, directors, officers or representatives during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Purchaser.

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, Purchaser may at any time reject the Bid submitted by that Bidder without further consideration.

IB.29 **Clarification of Bids**

29.1 Add the following at the end of Sub-Clause 29.1:

The Purchaser may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Purchaser 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 Purchaser shall not be considered.

29.2 Add the following new Sub-Clause:

If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

IB.30 Examination of Bids and Determination of Responsiveness

30.1 Sub-Clause 30.1 is substituted by the following:

"The Purchaser will determine whether each Technical/Price Bid is substantially responsive to the requirements of the Bidding Documents."

30.2 Sub-Clause 30.2 is substituted by the following:

"A substantially responsive Technical Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) meets the qualification criteria delineated at Sub-Clause IB.3A hereof; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.

A substantially responsive Price Bid is one which (i) has been properly signed; (ii) is accompanied by the required Bid Security; and (iii) 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 Goods; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser'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.

Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Purchaser, provided such waiver does not prejudice or affect the relative ranking of any Bidder."

30.4 Following Sub-Clauses are added at the end of Sub-Clause 30.3:

The Purchaser 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.

IB.31 Correction of Errors

Following Sub Clause is added after Sub Clause 31.2

31.3 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.

1B.32 **Evaluation and Comparison of Bids**

32.1 Add the words "on Lot basis" at the end of the Sub-Clause 32.1.

32.2 Pursuant to Para (c) of Sub-clause 32.2 following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance
- (ii) Price Adjustment for Commercial Compliance
- (iii) Price Adjustment for Deviations in Terms of Payment
- (iv) Price Adjustment for deviation in delivery schedule
- (v) Price Adjustment for Capitalization of Transformer/Shunt Reactor/Capacitor Losses and Battery Types (*whichever is applicable*)

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other Bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be based on Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in Terms of Payment

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Purchaser, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the following mark-up rates:

- for foreign currency component: 8% per annum
- for local currency component: KIBOR + 4.5% per annum

and shall be added to the Corrected Total Bid Price for comparison purposes only.

(iv) Price adjustment for deviation in delivery schedule

For Bids indicating delivery before specified days set out in Schedule-C to Bid, no credit will be given in this evaluation.

Bids indicating delivery later than specified days set out in Schedule-C to Bid shall be adjusted in this evaluation by adding a factor of 0.05% of the Discounted Corrected Total Bid Price for each Calendar Day of the delivery later than the specified days. Bids indicating delivery beyond thirty (30) days later than specified days set out in Schedule-C to Bid shall not be considered and rejected as non-responsive.

- (v) Price Adjustment for Capitalization of Transformer/Shunt Reactor/Capacitor Losses and Battery Types (*whichever is applicable*)

Price Adjustment for Capitalization of Transformer/Shunt Reactor/Capacitor Losses and Battery Types (*whichever is applicable*) will be made in accordance with the relevant provisions of Specifications-Technical Provisions or elsewhere of the Bidding Documents.

Following Para (d) is added after the Para (c) of IB.32.2:

- (d) applying cross discount in case of combination of Lots to arrive at least cost combination

32.5 Following Sub-Clause is added.

To facilitate evaluation and comparison, the Purchaser will convert all Evaluated Bid Prices, expressed in the amount in various currencies pursuant to Clause IB.13 hereof, to Pakistani Rupees using the Telegraphic Transfer and On Demand (TT&OD) composite exchange rates (selling) published by National Bank of Pakistan prevailing on the date of the opening of Bids.

IB 33 **Post Qualification of the Bidder**

Following text is added at the end of Sub Clause 33.2

The Purchaser 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) Bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of work executed, work in hand, anticipated in future and the balance capacity available for the present scope of work; (iv) details of plant & machinery, manufacturing and testing facilities, and financial resources; (v) details of quality system in place; (vi) past experience and performance; (vii) customer feedback (viii) Bank's feedback etc.

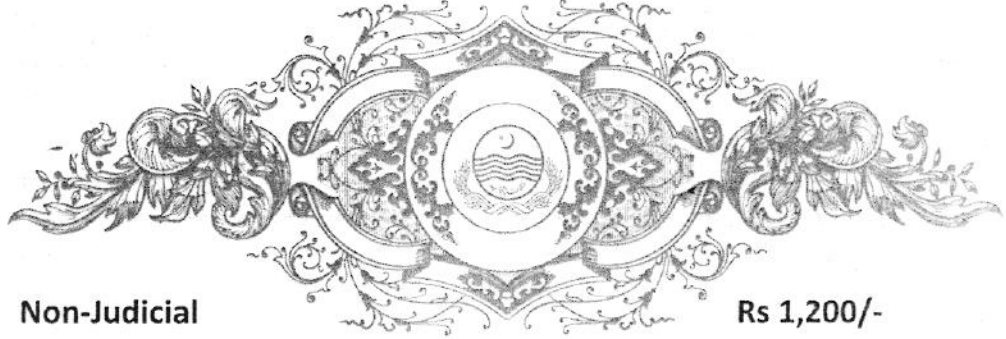
F. **AWARD OF CONTRACT**

IB.34 **Award**

0781-20020186

E-STAMP

PB-LHR-B14783EFBDA06B30



Non-Judicial

Rs 1,200/-

Description : AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party : National Transmission and Despatch Company [30000-0000000-0]
Second Party : Sieyuan Electric Company Ltd [31000-0000000-0]
Agent : Hafiz Usman Baig [35202-0571581-1]
Stamp Duty Paid by : Sieyuan Electric Company Ltd [31000-0000000-0]
Issue Date : 21-Dec-2022, 01:37:53 PM
Paid Through Challan : 2022A36DF12770C6
Amount in Words : One Thousand Two Hundred Rupees Only

CONTRACT AGREEMENT

THIS AGREEMENT made on the 21st day of December, 2022, between Chief Engineer (MP&M) of National Transmission & Despatch Co. Lahore, Pakistan (hereinafter "the Purchaser"), of the one part, and M/s. Sieyuan Electric Co. Ltd., China (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz., Procurement of 220kV & 132kV (Bus & Line) Disconnectors under NTDC Own Resources (Lot-I: 245kV Bus & Line Disconnectors) against Tender No. NOR-121D-2022 and has accepted a Bid by the Supplier for the supply of those Goods in the sum of CNY 7,010,300 (CNY Seven Million, Ten Thousand and Three Hundred Only). (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Purchaser's Notification to the Supplier of Award of Contract (Notification of Award) No. CE/MP&M/M(P)/AM-II/NOR-121D/L-I/12901-13, dated: 23/11/2022.
 - b. Minutes of Pre-Award Meeting No. CE/MP&M/M(P)/AM-VI/NOR-121D/L-I/12718-23, dated: 22-11-2022.
 - c. The Complete Forms of Bid
 - d. The Price Schedules submitted by the Supplier;
 - e. The Particular Conditions of Contract; Part-II
 - f. The General Conditions of Contract; Part-I
 - g. The Schedule to Bid (other than Price Schedule);
 - h. Specifications: Technical Provisions
 - i. Specifications: Special Provisions
 - j. Specifications: Drawings; and
 - k. Any other Item





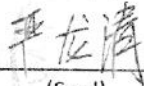
E-STAMP
CONTINUATION SHEET

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

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

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Signature of the Supplier



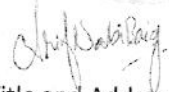
(Seal)

Signature of the Purchaser



(Seal)

Signed, Sealed and Delivered in the presence of:

Witness: 
(Name, Title and Address)

Witness:

(Name, Title and Address)
ABDUL WAHAB KHAN
Dy. Manager-I (Proc.) MP&M, NTDC
8th Floor, Sharaan Complex, Lahore

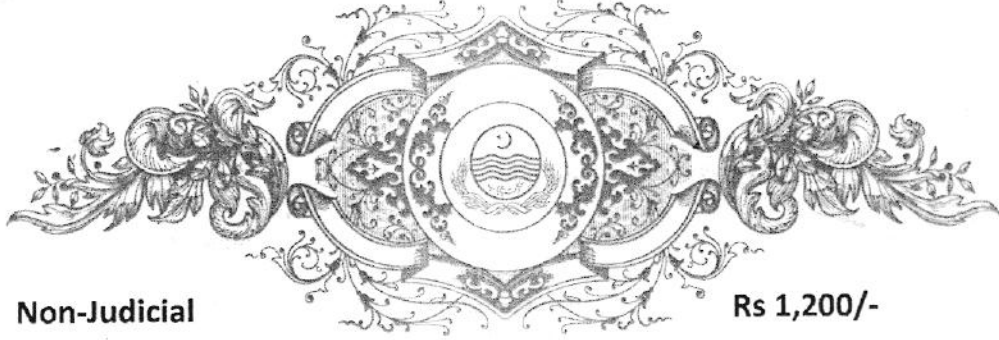
Q052311



0102-20742421

E-STAMP

PB-LHR-57B407DF64D82AE7



Non-Judicial

Rs 1,200/-

Description : CONTRACT - 22A(b)
First Party : EMCO Industries Limited [10000-0000000-0]
Second Party : in Favor of Contract With NTDC [10000-0000000-0]
Agent : Kamran [35202-2198930-7]
Stamp Duty Paid by : EMCO Industries Limited [10000-0000000-0]
Issue Date : 15-Feb-2023, 11:09:32 AM
Paid Through Challan : 20238677D3CF9FAF
Amount in Words : One Thousand Two Hundred Rupees Only

Please Write Below This Line

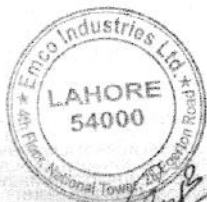
CONTRACT AGREEMENT

THIS AGREEMENT made on the 21st day of February, 2023, between Chief Engineer (MP&M) of National Transmission & Despatch Co. Lahore, Pakistan (hereinafter "the Purchaser"), of the one part, and M/s. EMCO Industries Limited (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods-viz., Procurement of 220kV & 132kV (Bus & Line) Disconnectors under NTDC Own Resources (Lot-II: 145 KV BUS AND LINE DISCONNECTORS) against Tender No. NOR-121D-2022 and has accepted a Bid by the Supplier for the supply of those Goods in the sum of PKR: 92,976,100 (PKR Ninety Two Million, Nine Hundred and Seventy Six Thousand and One Hundred Only) + USD: 423,257 (USD Four Hundred and Twenty Three Thousand, Two Hundred and Fifty Seven (Material Cost) & PKR: 2,725,000 (PKR Two Million, Seven Hundred and Twenty Five Thousand (Inland Transportation Cost)) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.



[Handwritten signatures]





E-STAMP
CONTINUATION SHEET

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
- The Purchaser's Notification to the Supplier of Award of Contract (Notification of Award) No. CE/MP&M/M(P)/AM-II/NOR-121D/L-II/12995-13005, dated: 23/11/2022.
 - Minutes of Pre-Award Meeting No. CE/MP&M/M(P)/AM-VI/NOR-121D/L-II/12697-12701, dated: 22-11-2022.
 - The Complete Forms of Bid
 - The Price Schedules submitted by the Supplier;
 - The Particular Conditions of Contract; Part-II
 - The General Conditions of Contract; Part-I
 - The Schedule to Bid (other than Price Schedule);
 - Specifications: Technical Provisions
 - Specifications: Special Provisions
 - Specifications: Drawings; and
 - Any other Item

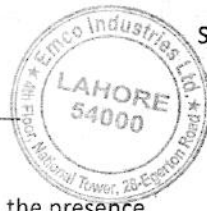
This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Signature of the Supplier

(Seal)



Signature of the Purchaser

(Seal)

Sajjad Haider Syed
Chief Engineer (MPS)
8th Floor, Shaheen City

Signed, Sealed and Delivered in the presence of:

Witness:
(Name, Title and Address)

SAGIB AZIZ
General Manager (S&M)



Witness:
(Name, Title and Address)

IBTESAM MOHAMMAD
Dy. Manager (M&U) NSDC

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

- | 1. Name of Procuring Agency | <u>National Transmission and Despatch Co. Ltd (NTDCL)</u> | | | | | | |
|----------------------------------|--|-------|---|----|-------------|----|----|
| 2. Method of Procurement | <u>International Competitive Bidding (ICB) & Single Stage Two Envelope (SSTE)</u> | | | | | | |
| 3. Title of Procurement | <u>PROCUREMENT OF 220KV & 132KV (BUS & LINE) DISCONNECTORS UNDER NTDC OWN RESOURCES</u> | | | | | | |
| 4. Tender Inquiry No. | <u>NOR-121D-2022</u> | | | | | | |
| 5. PPRA Ref No. | <u>TS478116E</u> | | | | | | |
| 6. Date & Time of Bid Closing | <u>27/04/2022 at 02:00 P.M.</u> | | | | | | |
| 7. Date & Time of Bid Opening | <u>Technical: 27/04/2022 at 02:30 P.M.</u> | | | | | | |
| 8. No of Bids Received | <table border="1" style="margin-left: auto; margin-right: auto;"><thead><tr><th>Lot #</th><th>I</th><th>II</th></tr></thead><tbody><tr><td>No. of Bids</td><td>02</td><td>03</td></tr></tbody></table> | Lot # | I | II | No. of Bids | 02 | 03 |
| Lot # | I | II | | | | | |
| No. of Bids | 02 | 03 | | | | | |
| 9. Criteria for Bid Evaluation | <u>Evaluation and Comparison of Bid as per Section-I "Instructions to Bidders" of Bidding Documents</u> | | | | | | |
| 10. Details of Bid(s) Evaluation | | | | | | | |

Lot-I: Procurement of 220kV Disconnectors:

Name of the Bidders	Marks	Technical Evaluation Result (Responsive/Non-Responsive)	Remarks
	Technical (If Applicable)		
M/s. Sieyuan Electric Co. Ltd., China	NIL	Responsive and recommended for price/financial bid opening	Responsive
M/s. GENSER Genel Muhendislik Taahut Ve Ticaret Anonim Sirketi, Turkey	NIL	Responsive and recommended for price/financial bid opening	Responsive

Lot-II: Procurement of 132kV Disconnectors:

Name of the Bidders	Marks	Technical Evaluation Result (Responsive/Non-Responsive)	Remarks
	Technical (If Applicable)		
M/s. Sieyuan Electric Co. Ltd., China	NIL	Responsive and recommended for price/financial bid opening	Responsive
M/s. GENSER Genel Muhendislik Taahut Ve Ticaret Anonim Sirketi, Turkey	NIL	Responsive and recommended for price/financial bid opening	Responsive

M/s. EMCO Industries Ltd., Lahore.	NIL	Responsive and recommended for price/financial bid opening	Responsive
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1. 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 Technical Bid Evaluation Report and correct to best of our knowledge, however, in case of any discrepancy, the content of original Technical Bid Evaluation Report shall prevail.

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 **International Competitive Bidding (ICB) & Single Stage Two Envelope (SSTE)**
3. Title of Procurement **Procurement of 220kV & 132kV (Bus & Line) Disconnectors under NTDC Own Resources**
4. Tender Inquiry No. **NOR-121D-2022**
5. PPRA Ref No. **TS478116E**
6. Date & Time of Bid Closing **27/04/2022 at 02:00 P.M.**
7. Date & Time of Bid Opening **Technical: 27/04/2022 at 02:30 P.M.**
Financial: 22/08/2022 at 11:00 A.M.
8. No of Bids Received

Lot #	I	II
No. of Bids	02	03
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

Lot-I: Procurement of 220kV Disconnectors:

Name of the Bidders	Marks		Quoted Bid Price	Evaluated/ Discounted/ Corrected Bid Price (PKR)	Remarks
	Technical (If Applicable)	Financial (if Applicable)			
M/s. Sieyuan Electric Co. Ltd., China	NIL	NIL	CNY 7,038,150	199,953,842	Responsive
M/s. GENSER Genel Muhendislik Taahhut Ve Ticaret Anonim Sirketi, Turkey	NIL	NIL	Euro 2,613,373	Non-Responsive Bidder refused to extend the Bid Validity beyond Original Bid Validity Period.	

Lot-II: Procurement of 132kV Disconnectors:

Name of the Bidders	Marks		Quoted Bid Price	Evaluated/ Discounted/ Corrected Bid Price considering Landed Cost & Domestic Preference (PKR)	Remarks
	Technical (If Applicable)	Financial (if Applicable)			
M/s EMCO Industries Ltd., Lahore.	NIL	NIL	PKR 95,701,100 + USD 423,248 (Ex-Works + Inland Transportation)	148,394,011.94	Responsive
M/s. Sieyuan Electric Co. Ltd., China	NIL	NIL	CNY 6,043,200 (CIF Karachi)	278,507,657.18	Responsive but Higher in Price.
M/s. GENSER Genel Muhendislik Taahhut Ve Ticaret Anonim Sirketi, Turkey	NIL	NIL	Euro 2,113,482 (CIF Karachi)	Non-Responsive Bidder refused to extend the Bid Validity beyond Original Bid Validity Period.	

11. Most Advantageous Bidder

Lot-I	M/s. Sieyuan Electric Co. Ltd., China at Award Price of CNY 7,038,150 (CIF Karachi)
Lot-II	M/s EMCO Industries Ltd., Lahore at Award Price of PKR 95,701,100 + USD 423,248 (Ex-Works + Inland Transportation)

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 and correct to best of our knowledge, however, in case of any discrepancy, the content of original Bid Evaluation Report shall prevail.

PART-II: PARTICULAR CONDITIONS OF CONTRACT

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCCI Definitions

- (j) The Purchaser's country is Islamic Republic of Pakistan.
 (k) The Purchaser is: National Transmission and Despatch Company (NTDC) represented by

Chief Engineer (MP&M), NTDC,
 8th Floor, Shaheen Complex, Egerton Road, Lahore-Pakistan
 Telephone No. 92-42-99202597
 Fax No. 92-42-99202173

- (o) The Project site is :

Sr. No.	Equipment Description	Quantity	Project Site
1.	220kV Bus Disconnecter	19 Sets	220/132kV Grid Station Swabi
	220kV Line Disconnecter	02 Sets	
	132kV Bus Disconnecter (Parallel Type)	03 Sets	
	132kV Bus Disconnecter (Serial Type)	25 Sets	
	132kV Line Disconnecter (Parallel Type)	08 Sets	
2.	220kV Bus Disconnecter	19 Sets	220/132kV Grid Station Haripur
	220kV Line Disconnecter	02 Sets	
	132kV Bus Disconnecter (Parallel Type)	03 Sets	
	132kV Bus Disconnecter (Serial Type)	31 Sets	
	132kV Line Disconnecter (Parallel Type)	11 Sets	
3.	220kV Bus Disconnecter	20 Sets	220/132kV Quaid-e-Azam Business Park Sheikhpura
	220kV Line Disconnecter	04 Sets	
	132kV Bus Disconnecter (Parallel Type)	02 Sets	
	132kV Bus Disconnecter	12 Sets	

	(Serial Type)		
	132kV Line Disconnecter (Parallel Type)	02 Sets	
4.	220kV Bus Disconnecter	04 Sets	220/132kV Jaranwala Road G/S
	220kV Line Disconnecter	02 Sets	
5.	220kV Bus Disconnecter	12 Sets	220/132kV Samundari Road G/S
	220kV Line Disconnecter	04 Sets	
6.	220kV Bus Disconnecter	02 Sets	NTDC Warehouse Gatti, Faisalabad
	132kV Bus Disconnecter (Serial Type)	01 Sets	
	132kV Bus Disconnecter (Parallel Type)	01 Sets	
7.	Spares as specified in Schedule of Prices	100%	NTDC Warehouse Gatti, Faisalabad

Add the following Sub-Clauses after GCC Sub Clause 1.1(o):

- (p) The Project is: Procurement of 220 kV. & 132kV (Bus & Line) Disconnectors Under NTDC Own Resources
- (q) The Engineer is Chief Engineer Sub Station Design or any other Competent Person appointed by the Purchaser and notified to the Supplier, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Contract during his tenure.
- (r) The terms "Supplier" and "Contractor" are synonymous.
- (s) The terms "Purchaser" and "Employer" are synonymous.
- (t) The terms "Works", "Equipment" and "Goods are synonymous.

GCC 3 Corrupt and Fraudulent Practices

3.1(c) Add the following sub clause after GCC Sub-Clause 3.1 (b):

The Purchaser will declare a bidder/Supplier ineligible, either indefinitely or for stated period of time if Purchaser at any time determines that the bidder has been engaged in corrupt and fraudulent practice in competing for or in executing the Contract.

GCC 4 Interpretation

4.1 Add the following at the end of GCC Sub-Clause 4.1:

Headings have no significance. Words have their normal meaning under the language of the Contracts unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

GCC 5 Language

5.1 The language shall be English.

GCC 8 Notices

8.1 For notices, the Purchaser's address shall be:
Attention: Chief Engineer (MP&M), NTDC,
Address: 8th Floor Shaheen Complex, Egerton Road.
City: Lahore
Country: Pakistan
Telephone: 92-42-99202597
Fax No. 92-42-99202173

The Supplier's address shall be:

[To be filled in at the time of signing of Contract.]

GCC 9 Governing Law

9.1 The Contract shall be interpreted and construed in accordance with the laws of Islamic Republic of Pakistan

GCC 10 Settlement of Disputes

Delete GCC Sub-Clause 10.2 and replace it with the following Sub-Clauses:

10.2 If a dispute of any kind whatsoever arises between the Purchaser and the Supplier in connection with the Contract, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. Not later than the twenty eighth (28) day after the day on which he received such reference, the Engineer shall give notice of his decision to the Purchaser and the Supplier. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Supplier shall, in every case, continue to proceed with the work with all due diligence, and the Supplier and the Purchaser shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

10.3 If either the Purchaser or the Supplier be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the twenty eighth (28) day after the day on which he received the reference, then either the Purchaser or the Supplier may, on or before the fourteenth (14) day after the day on which the said period of twenty eight (28) days expired, as the case may be, give notice to the other party to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence

arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 10.6, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Purchaser and the Supplier and no notification of intention to commence arbitration as to such dispute has been given by either the Purchaser or the Supplier on or before the fourteenth (14) day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Supplier.

10.4 Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 10.3, arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably through mutual negotiation within forty-five (45) days from the date of notification of Engineer's decision.

10.5 Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 10.3; and
- (b) amicable settlement has not been started/reached within the period stated in Sub-Clause 10.4;

Shall be finally settled, unless otherwise specified in the Contract, under the Pakistan Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended, by one or more arbitrators appointed under such Rules.

The said arbitrator(s) shall have full power to open up, review and revise any decision of the Engineer pursuant to Sub-Clause 10.2. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

The venue of arbitration proceedings shall be in Lahore, Pakistan.

10.6 Where neither the Purchaser nor the Supplier has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 10.3 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 10.5. The provisions of Sub-Clauses 10.2 to 10.3 shall not apply to any such reference.

GCC 11 Scope of Supply

11.1 The scope of supply of Goods is described in Section III (Schedules to Bid), and Section-VI (Specifications – Special Provisions, Technical Provisions and Drawings)

GCC 12 Delivery

12.1

Details of shipping and other documents to be furnished by the Supplier shall be:

A. For Goods Supplied from abroad as per incoterms CIF/C&F Karachi

Upon shipment, the foreign supplier shall notify the Purchaser and the Insurance Company by fax/cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall submit set of the following non-negotiable documents to the Purchaser:

- i) Original and four (04) copies of the Supplier's invoice showing Goods description, quantity, unit price and total amount.
- ii) Original and four (04) copies of clean on board bill of lading marked "freight prepaid".
- iii) Original and four (04) copies of the packing list identifying contents of each package.
- iv) Original and four (04) copies of the Insurance certificate. (If applicable)
- v) Original and four (04) copies of the Manufacturer's/Supplier's warranty certificate.
- vi) Original and four (04) copies of the Inspection certificate, issued by the Purchaser or its designated representative or letter of waiver and the manufacturer's factory inspection report.
- vii) Original and four (04) copies of the Certificate of origin.
- viii) Any other document as necessary due to statutory requirements.

The above documents shall be received by the Purchaser at least fourteen (14) days before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

B. For Goods from within the Purchaser's country as per Incoterms EXW:

The Supplier shall submit the following documents to the Purchaser:

- i) Original and four (04) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount.
- ii) Original and four (04) copies of clean on board Bill of Entry for imported raw material as per Clause 1B.13: Currencies of Bid and Payment of Section II: Bidding Data and Appendices & Clause 16.4 of Section-IV: Part-II: Particular Conditions of Contract.
- iii) Original and four (04) copies of the Delivery Note.
- iv) Original and four (04) copies of the Manufacturer's or Supplier's warranty certificate.

- v) Original and four (04) copies of the Insurance certificate.
- vi) Original and four (04) copies of the Inspection certificate issued by the Purchaser or its designated representative or letter of waiver, and the manufacturer's factory inspection report; and
- vii) Original and four (04) copies of the Certificate of origin.

12.2

Add the following new Sub-Clause after GCC 12.1:

Delivery shall be deemed to have been made:

- a) In case of CIF/C&F Karachi Contract, when an Arrival Notice issued by concerned shipping line on its arrival at Karachi port together with all such documentation as specified at Sub-Clause 12.1(A) hereof have been furnished.
- b) In case of Ex-Works Contract, when evidence has been submitted that Goods are ready to deliver in accordance with the terms of the Contract, together with the invoice(s) and all such other documentation as shall be specified by the Engineer/Purchaser.

GCC 13

Supplier's Responsibilities

13.2

Add the following new Sub Clause after GCC 13.1:

An un-excused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the sanctions including but not limited to; forfeiture of its Performance Security, imposition of Liquidated Damages, and/or termination of the Contract for default.

GCC 16

Terms of Payment

16.1

The payment shall be made in the manner and to the extent as mentioned below:

- (A) For Goods and related services supplied from outside the Purchaser's country:
 - a) **On Shipment:** Ninety percent (90%) of Contract price of Goods shipped shall be paid upon presentation of the documents specified in Sub-Clause 12.1 (A) hereof.
 - b) **On Acceptance:** Ten percent (10%) of Contract Price of Goods shall be paid after issuance of Acceptance Certificate issued by the Purchaser on fulfilling the requirements of (i) receipt of all Goods under the Contract at NTDC's designated storage yard /respective site,
(ii) carrying out of insurance survey in accordance with PCC Sub-Clause 24.2, and (iii) issuance of Goods Receipt Note (GRN) of entire quantity of Goods by the Purchaser.
- (B) For Goods and related services supplied from within the Purchaser's

Country:

- a) **On Delivery:** Ninety percent (90%) of Contract price of Goods shall be paid on receipt of Goods Ex-Works and upon submission of the documents specified in Sub-Clause 12.1(B) here above.
- b) **On Acceptance:** Ten percent (10%) of Contract Price of Goods shall be paid after issuance of Acceptance Certificate issued by the Purchaser on fulfilling the requirements of (i) receipt of all Goods under the Contract at NTDC's designated storage yard /respective site (ii) carrying out of insurance survey in accordance with PCC Sub-Clause 24.2, and (iii) issuance of Goods Receipt Note (GRN) of entire quantity of Goods by the Purchaser.

100% Payment of Services i.e. "Inland Transportation" shall be paid after Successful/Safe & Sound Shifting, Unloading & Stacking of the material at NTDC warehouse/respective site and subsequent issuance of Completion Certificate by Deputy Manager (Warehouse) NTDC.

- (C) 100% Payment against the Contract Price as stated above, shall be paid to foreign Supplier (local Supplier if opted by him) through an irrevocable confirmed Letter of Credit to be established by Finance Director (NTDC), WAPDA House Lahore within Seventy Five (75) days from the date of signing of the Contract Agreement in any scheduled bank in Pakistan in favor of Supplier in a designated bank in his country whereas 100% Payment against the Contract Price shall be directly disbursed to the Pakistani Supplier by the Purchaser.

The above said period of Seventy-Five (75) days shall be contingent upon Supplier's information regarding pre-requisites for establishing the Letter of Credit including but not limited to Proforma Invoice, Beneficiary's Bank Name, Account No. and Address, Origin/Place of Goods, Port of Shipment, Expected Date of Shipment which shall be furnished on or before signing of Contract Agreement. Charges for establishing Letter of Credit and any subsequent charges therein shall be borne by the Supplier.

- 16.4 The currencies for payment shall be:

The Supplier shall be paid as per currency(ies) stated in Schedule of Prices except the Pakistani Supplier who will be paid in equivalent Pak Rupees for the foreign currency component at an exchange rate prevailing at the date of Bill of Entry of the imported raw materials for supplying Goods Ex-Works Pakistan basis. The Bill of Entry of imported raw material shall fall within the Scheduled Delivery Period. Moreover, Bill of Entry issued after Scheduled Delivery Period resulting depreciation in the currency will be on Contractor's part and NTDC will recover the same from Contractor's Invoice. The prevalent exchange rate shall be Telegraphic Transfer and On Demand (TT&OD) composite exchange rate (selling) published by National Bank of

Pakistan.

GCC 17 Taxes and Duties

Add the following new Sub-Clause after 17.3:

- 17.4
- For the Goods to be offered from outside the Purchaser's Country, all taxes, duties and other leviable in Pakistan on the finished goods shall be paid by the Purchaser subject to the condition that material shipped is in the name of NTDC and NTDC WeBOC is used.
 - For the Goods to be offered from within the Purchaser's Country, the price shall be inclusive of all taxes, duties and other levies in Pakistan except Sales Tax on the finished good. Supplier will submit the invoice inclusive of Sales Tax, Sales Tax shall be charged by the supplier and payments shall be subject to withholding rules specified in 11th Schedule of Sales Tax Act, 1990. Copy of Sales Tax return will be provided by the supplier. The payments/reimbursement of sales tax will only be made if invoice is in the name of NTDC and NTDC can claim input from FBR.
 - For the goods to be transported within the purchaser's country, the price of inland transportation shall be paid/reimbursed on submission of proof of payment of Sales Tax.

Note:

- Only those firms/organizations/companies/suppliers will be eligible to bid who are active tax payers as per Federal Board of Revenue Database i.e. Active Tax Payer List (ATL) from both income tax and sales tax.
- Foreign firms/organizations/companies/suppliers, if required as per law of the country will get them registered from relevant tax authorities after award of the contract.
- All payments (including advance, if applicable) will be subject to withholding taxes as per income tax ordinance, 2001/international tax treaty and sales tax act 1990, further, payments shall be made only to those entities appearing in Active Tax Payer List (ATL) for both income tax and sales tax.
- Advance payment guarantee (if applicable) and performance guarantee will be exclusive of indirect taxes.

GCC 18 Performance Security

18.1 The Supplier shall provide a Performance Security of 10% of the Contract Price denominated in the same currency (ies) of the Contract within fourteen (14) days after receipt of Letter of Acceptance.

18.3 The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

For avoidance of doubt, the Bank Guarantee issued by a foreign bank, without counter guarantee from a Scheduled Bank in Pakistan shall not be

considered as an acceptable Bank Guarantee.

The cost of complying with the requirements of this Sub-Clause shall be borne by the Supplier.

18.4 Replace the text of Sub-Clause 18.4 with the following:

Discharge of Performance Security shall take place within fourteen (14) days after issuance of Warranty Certificate in accordance with PCC Sub-Clause 28.3.

GCC 23 Packing and Documentation

23.2 Packing

1. Packing of the Goods shall be such so as to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
2. In case the Goods are shipped in container(s), each unit shall be so packed that it can be safely transported by road/rail to ultimate destination in the country without disturbing the packing of other items.
3. The final packing shall be such that the weight and dimensions of packages are within reasonable limits in order to facilitate handling, storage and transportation.
4. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirement, if any, and in any subsequent instructions ordered by the Purchaser.

[This portion needs to be amended as per the material / goods being procured.]

5. Before any shipment is made, the Supplier shall get the packing detailed drawings approved by the Engineer.

Identification Marking

1. All parts/units/components of the Goods shall be plainly die-indented with a number to identify the member, part, unit or component itself and with a letter to indicate the type of Goods in accordance with approved drawings. The identification marking shall be plainly legible and durable and shall be so located that other member, part, unit or component when in its assembled position does not obscure the number or letter. All the marking on ferrous part or unit shall be made

before galvanizing.

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

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

Ultimate Consignee: Chief Engineer (MP&M) NTDC, Lahore,
Pakistan
Through
Chief Engineer (Custom Clearance & Logistics)
(NTDC), Karachi

Final Destination _____
Contract No. _____
Name of Project _____
Weight and Dimension _____
Serial Number _____
Code No. _____

Purchaser Inscription "NTDC"

GCC 24 Insurance

24.1 The insurance coverage shall be in accordance with GCC Sub-Clause 24.1.

- a) For Goods to be provided from outside the Purchaser's Country the Supplier must insure the Goods in the joint names of the Purchaser and the Supplier in an amount equal to 110% of CIF price of the Goods from warehouse to warehouse on all risks basis, including but not

limiting to war risks, strikes, riot and civil commotion (SRCC), fire, smoke, explosion, terrorism, collision, overturn, derailment, flood, theft or attempted theft.

- b) For Goods to be provided from within the Purchaser's Country, the Supplier must insure the Goods in the joint names of the Purchaser and the Supplier in an amount equal to 110% of the EXW price of the Goods from warehouse to warehouse on all risks basis, including but not limiting to war risks, strikes, riot and civil commotion (SRCC), fire, smoke, explosion, terrorism, collision, overturn, derailment, flood, theft or attempted theft.

24.2 Add the following new Sub Clause after 24.1:

The insurance must remain in force for a period of ninety (90) calendar days after receipt of all Goods under the Contract at NTDC's designated storage yard, and conducting of insurance survey by the insurer. The Supplier shall arrange and pay for such insurance survey.

The insurance shall be affected with National Insurance Company Limited (NICL), Pakistan. The terms of insurance shall be as approved by the Purchaser. A draft Insurance Policy shall be submitted by the Supplier within fourteen (14) days following signing of Contract Agreement, for approval by the Purchaser.

Should a loss be sustained the Supplier shall replace or repair any loss or damage and complete the supplies of Goods in accordance with the Contract as soon as possible after such loss or damage without waiting for the settlement of the insurance claim.

GCC-26 Inspection and Tests

26.1

- a) The Goods shall be subjected to the type, sample and routine tests as described in the Specifications. The Supplier shall provide free of charge all such assistance, instruments, machines, labor and materials as are normally required for carrying out such tests. All reasonable facilities as provided in the specifications or followed by Trade & Industry in general shall have to be offered to the Inspecting officers, by the Supplier at its own expense for carrying out Testing and Inspection.

- b) To ensure the manufacture of Goods to be in conformity with Contract requirements, the Supplier shall institute and follow regular procedures for quality assurance during manufacturing. The Supplier shall maintain an independent quality control department, which shall be responsible for enforcing the quality assurance programme. Upon signing of the Contract, the Supplier and the Engineer shall establish mutually acceptable quality control and inspection procedure.

26.2

- a) Pre-shipment/FAT shall be carried out at the works of manufacturer.
- b) All work covered by the Contract shall be subject to surveillance, testing and inspection by representatives of Purchaser and Engineer. For such purpose the Supplier shall provide free access at all times during manufacturing, assembly and testing to the premises in which the work is being carried out.

- 26.3 Delete GCC Sub-Clause 26.3 and replace it with the following:
- a) The cost of performing as well as witnessing of Type/Sample/Routine/Quality Conformance/Factory Acceptance Tests by the Inspectors during foreign inspection shall be borne by the Supplier if such tests are clearly intended by or provided for in the specifications. Witnessing of the tests will cover the expenses of two inspectors of Purchaser and Engineer, including air ticket from Lahore, Pakistan to the place or places of inspections, boarding & lodging in any A class accommodation, local transportation and daily allowance (including travel time) of 150 € to meet other expenses. The said payment will be made to the inspectors before issuance of test report/Inspection Certificate (IC). In addition to this all the expenses regarding visa stamping (visa fee, 1st class traveling, A-class hoteling etc.) of the Purchaser and Engineer inspectors will also be borne by the Supplier.
 - b) In case a part or whole of the Goods being supplied by the Supplier is from within the purchaser's country (Pakistan) the cost of performing as well as witnessing any tests by the inspectors during pre-shipment local inspection shall be borne by the Supplier if such tests are clearly intended by or provided for in the specifications. Witnessing of the tests will cover the expenses of Two (02) Inspectors of Purchaser and Engineer, including 1st class traveling (by air or by road depending on the distance from the residing city of inspector to the place or places of inspections), boarding & lodging in any A class accommodation, local transportation and daily allowance (including travel time) of Rs. 4000 /- per day per person to meet other expenses. The said payment will be made to the inspectors before issuance of Inspection Certificate (IC).
- 26.4 As soon as Goods are ready for inspection the Supplier shall give a notice in writing of at least two (2) months for foreign inspection and one (1) month for local inspection to the inspectors for witnessing such tests with date, time and place.
- 26.6 Two copies of all the Inspection and Tests Reports and certificates including that for-quality control shall be supplied to the Engineer. The Engineer shall sign the reports and certificates of such test as have been witnessed.
- 26.8 The Purchaser's right to inspect, test and, where necessary reject delivery after the Good's arrival in Pakistan shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed prior to the Goods shipment from the country of origin.
- 26.9 Add the following new Sub Clauses 26.9, 26.10 and 26.11:
- Copies of Certificate of Compliance as required by the relevant Specification, such as mill certificates are to be supplied to the Engineer. Where a certificate of compliance is not called for by the Specification, but a minimum requirement is specified by the Engineer, certificate shall be supplied as if the Specifications had called for the same. For standard stock items, the Supplier's certificate of material is acceptable. The certificate shall be signed by a responsible technical representative of the Supplier having sound engineering background in the related fields.

26.10 The Supplier shall, if requested provide to the Engineer with un-priced copies of the Supplier's purchase orders for material or approved sub-contracted supply at the time any such orders are placed. The Supplier shall also provide the Engineer with any other relevant information, specifications or other relevant standards, if requested to ensure proper expediting and scheduling of the deliveries.

26.11 Unless otherwise a waiver for witnessing of tests is issued by the Purchaser, no material or Goods shall be shipped/delivered from its point-of original manufacturing or final shop assembly before it has been inspected in accordance with Technical Provisions and accepted by the Engineer/Purchaser and released for shipment/delivery.

GCC 27 Liquidated Damages

- 27.1
- a. The liquidated damages shall be 0.05 % of the total Contract Price per day of delay. The maximum amount of liquidated damages shall be ten percent (10%) of the Contract Price of Goods.
 - b. The Liquidated Damages against Inland Transportation shall be 0.5% of the total Contract price of Inland Transportation per day of delay. The maximum amount of liquidated damages shall be ten percent (10%) of the Contract Price of Inland Transportation.

GCC 28 Warranty

28.1 Add the following at the end of GCC Sub Clause 28.1:

The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship (except in so far as the design or material is required by the Purchaser's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing on the country of final destination.

28.3 Amend the text of GCC Sub-Clause 28.3 as under:

The warranty shall remain valid for twelve (12) months after erection and commissioning of the Goods at site or for eighteen (18) months after entire Goods have been delivered to and accepted at the final destination, whichever period concludes earlier.

Add the following at the end of GCC Sub Clause 28.3:

Within 14 days after completion of warranty period up to the satisfaction of Purchaser and Engineer, the Purchaser shall issue Warranty Certificate to the Supplier.

28.5 The Supplier shall correct any defects covered by the Warranty within 30 days of being notified by the Purchaser of the occurrence of such defects.

GCC 30 Limitation of Liability

30.1(b) The amount of aggregate liability shall be 10% of the Contract Price.

GCC 33 Change Orders and Contract Amendments

Add the following new Sub-Clause:

- 33.3 The Purchaser may increase or decrease the quantities of Goods to the extent of 15% of the Contract Price during currency of the Contract without any change in the unit price or other terms and conditions of the Contract. Any variation above 15% will be open for negotiation for new prices.