

**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 **Tender No. ADB-105R(Lot-2)-2021:  
Procurement of Goods – Transmission Line Material for 220KV Double Circuit Transmission Line  
on Twin Bundle ACSR “Rail” Conductor from 500/220KV Faisalabad Grid Station to 220KV  
Lalian Grid Station (Approx. 56km)**
- TENDER NUMBER **ADB-105R(Lot-2)-2021**
- BRIEF DESCRIPTION OF CONTRACT **LOT-I 220KV STEEL TOWERS &  
ACCESSORIES**
- CONTRACT VALUE: **CNY 14,838,258.35/-**
- ENGINEER'S ESTIMATE **USD 3.14 Million**
- ESTIMATED COMPLETION PERIOD **180 Days From Signing of Contract**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?  
**YES**
- ADVERTISEMENT:
- (i) PPRA Website **Yes, Ref No. TS450136E dated 27-04-2021**  
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) Newspaper **Yes, Published on 28-04-2021 in Express  
Tribune, Daily Dunya**
- TENDER OPENED ON (DATE AND TIME) **23-06-2021 at 02:30 PM**
- NATURE OF PURCHASE **International**
- EXTENSION IN DUE DATE (If any) **One Time**
- NUMBER OF TENDER DOCUMENTS SOLD **27 (Annex-A Attached)**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING /  
TENDER DOCUMENTS **Yes (Annex-B)**

Intdc 7720 - 1  
ppa 4000

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS Yes (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

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

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

➤ NUMBER OF BIDS RECEIVED 08

WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes

➤ 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 **08 Nos.**
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **M/s. Qingdao Qiangli Steel Structure Co. Ltd., China**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT **1<sup>st</sup>**
- NEED ANALYSIS (Why procurement was necessary?) **Transmission Line Material for 220KV Double Circuit Transmission Line on Twin Bundle ACSR "Rail" Conductor from 500/220KV Faisalabad Grid Station to 220KV Lalian Grid Station (Approx. 56km)**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS **One Extension. As the Procurement was complex and multiple bidders requested for extension.** (Briefly describe)
- 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 **19-01-2022** (Copy of agreement attached)  
(Attached as Annex-D)
- CONTRACT AWARD PRICE: **CNY 14,838,258.35/-**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS **Yes, Evaluation Results were floated on NTDC / PPRA** (Yes/No) (Annex-E)  
(Bid evaluation results attached)
- 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)  **Special Conditions of Bidding Document are attached herewith at Annex-F.**

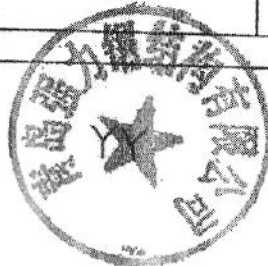
## Price Schedule for Goods to Be Offered from Outside the Purchaser's Country

Lot-I: 220kV Steel Towers

Name of Bidder: Qingdao Qiangli Steel Structure Co., Ltd., China

IFB No.: IFB-ADB-105R (Lot-2)

Item No.	Description	Country of Origin	Unit	Quantity	Name of Currency	Unit Price				Total Price Per Item (C&F Karachi)	Total Price Per Item (CIF Karachi)
						Insurance	See Freight	C&F	CIF Karachi		
1	2	3	4	5	6	7	8	9	10=7+9	11=5*9	12=5*10
A	<b>220kV Transmission Line Steel Towers</b>										
1	Furnish 220kV double circuit towers type 'E-A', 'E-G' and 'JKD' in accordance with requirements of Contract Documents										
	(a) <b>Tower type 'E-A'</b>										
	(i) Basic Body (without stubs)		No.	50	CNY	131.73	7821.59	74181.58	74313.31	3709079.13	3,715,665.50
	(ii) 2.0 m Leg Extension		Set	5	CNY	3.00	178.13	1689.38	1692.38	8446.88	8,461.90
	(iii) 4.0 m Leg Extension		Set	5	CNY	4.91	291.29	2762.65	2767.55	13813.23	13,837.75
	(iv) 6.0 m Leg Extension		Set	20	CNY	7.57	449.75	4265.51	4273.09	85310.28	85,461.80
	(v) 8.0 m Leg Extension		Set	20	CNY	10.61	629.98	5974.89	5985.50	119497.83	119,710.00
	(vii) Stubs with Cleats and Bolts		No.	200	CNY	1.78	105.82	1003.62	1005.41	200724.78	201,082.00
	(b) <b>Tower type 'E-G'</b>										
	(i) Basic Body (without stubs)		No.	40	CNY	189.47	11249.90	106696.42	106885.89	4267856.80	4,275,435.60
	(ii) 2.0 m Leg Extension		Set	5	CNY	4.80	285.29	2705.70	2710.51	13528.52	13,552.55
	(iii) 4.0 m Leg Extension		Set	5	CNY	6.91	410.05	3888.99	3895.89	19444.93	19,479.45
	(iv) 6.0 m Leg Extension		Set	10	CNY	10.15	602.52	5714.41	5724.56	57144.12	57,245.60
	(v) 8.0 m Leg Extension		Set	20	CNY	13.51	801.99	7606.24	7619.75	152124.84	152,395.00
	(vi) Stubs with Cleats and Bolts		No.	200	CNY	2.53	150.38	1426.19	1428.73	285238.58	285,746.00
	(c) <b>Tower type 'JKD'</b>										
	(i) Basic Body (without stubs)		No.	35	CNY	230.71	13698.19	129916.54	130147.25	4547078.95	4,555,153.75
	(ii) 1.5 m Leg Extension		Set	0	CNY	0.00	0.00	0.00	0.00	0.00	0.00
	(iii) 3.0 m Leg Extension		Set	5	CNY	5.69	337.68	3202.60	3208.29	16013.02	16,041.45
	(iv) 4.5 m Leg Extension		Set	5	CNY	8.23	488.76	4635.46	4643.70	23177.32	23,218.50
	(v) 6.0 m Leg Extension		Set	10	CNY	11.82	701.70	6655.06	6666.87	66550.56	66,668.70
	(vi) 6.0 m Body Extension		Set	15	CNY	63.11	3747.41	35541.21	35604.32	533118.10	534,064.80
	(vii) Stubs with Cleats and Bolts		No.	200	CNY	5.35	317.88	3014.84	3020.19	602967.22	604,038.00
2	Supply one license of BOCAD Software (valid for 03 years)		No.	1	CNY					91,001.43	91,000.00
<b>TOTAL FOR LOT-I</b>											<b>14,838,258.35</b>



Section 4-1: Bidding Forms

**Notes:**

- (i) Preparation of BOCAD models of all types of towers and other drawings as detailed at Section 6, SP-2: 2.2 & 2.3 shall be done within the quoted price.
- (ii) "Set" means four (04) single leg extensions for one tower.
- (iii) The applicable specifications alongwith their ammendments are to be read carefully before filling up the schedule of prices.
- (iv) In Case of Discrepancy, between unit price and total, the unit price will prevail.
- (v) It is mandatory to quote on CIF and C&F Karachi Basis. Contract may be awarded on C&F Karachi Basis and NTDC will be responsible for the insurance of the material. However, if the price of insurance exceeds the quoted insurance price, the same will be deducted from the quoted Bid Price of the Contractor.

Name: Yu Yi

In the capacity of: Marketing Manager

Signed: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of Qingdao Qiangli Steel Structure Co., Ltd., China

Date: 23.06.2021



Sr.#	Name of Purchaser ADB-105R(Lot-2)-2021
1.	<p><b>M/s. SA-RA Energy Consruction Trade and Industry Co. Inc. Turkey. Through:</b></p> <p>M/s. M.H Associates Engineers &amp; Constructors Lahore  65/1 FCC Syed Maratab Ali Road, Gulberg-IV, Lahore  Ph +92 42 35778186-88, Fax No. +92 42 35778187  Email <a href="mailto:mkfcc65@gmail.com">mkfcc65@gmail.com</a></p>
2.	<p><b>M/s. Changshu Fengfan Power Equipment Co. Ltd. China Through:</b></p> <p>M/s. Beijing Lahore Trading International Pvt. Ltd  House No. 287-FF, Phase-4, DHA, Lahore  Tel: 042-35713362, Fax: 042-35713364,  Email: <a href="mailto:blt@blt.com.pk">blt@blt.com.pk</a></p>
3.	<p><b>M/s. Nanjing Electric Insulators Co. Ltd. China Through:</b></p> <p><b>M/s. Bisonic Traders Lahore</b>  102-E Street No. 3, Punjab Co-Operative Housing Society Lahore  Cell: 0301-8410934, Email: <a href="mailto:ali@bisonictraders.com">ali@bisonictraders.com</a></p>
4.	<p><b>M/s. Guangzhou MPC Power International Co. Ltd. China Through:</b></p> <p><b>M/s. The Maverick Services Lahore</b>  25-B, Lower Mall, Lahore  Cell: 0301-4261453, 0322-4769674  Email: <a href="mailto:info@themaverickservices.com">info@themaverickservices.com</a></p>
5.	<p><b>M/s. Nanjing Daji Steel Tower Manufacturing Co. Ltd. China. Through:</b></p> <p>M/s. TMA Intl. Lahore  45-B Ahmed Block, Garden Town, Lahore  Tel: 3533014-17, Fax: 35833018, Cell: 0320-7546146  Email: <a href="mailto:info@taind.com.pk">info@taind.com.pk</a></p>
6.	<p><b>M/s. Qingdao Qiangli Steel Structure Co. Ltd. China Through:</b></p> <p>M/s. Inaam Energy Corporation Lahore  210-A, Upper Mall Scheme, Bawa Park, Lahore  Tel: 042-35750400, Fax: 042-35752431  Email: <a href="mailto:info@inaam-energy.com">info@inaam-energy.com</a></p>
7.	<p><b>M/s. Jiangsu Zhongtian Technology Co. Ltd. China (ZTT)</b></p> <p>No. 88, Qixin Road, Nantong Economic &amp; Technological Development Zone, Jaingsu  Province P.R.China  Cell: 0322-46644343, Email: <a href="mailto:junaid@zttcable.com">junaid@zttcable.com</a></p>
8.	<p><b>M/s. Newage Cables Pvt. Ltd. Lahore</b></p> <p>33-K, Gulberg-II, Lahore  Tel: 042-35778742-51, Fax: 042-35778740-41  Email: <a href="mailto:info@newagecables.com">info@newagecables.com</a></p>

9.	<p><b>M/s. CEPAS Galvaniz ve Demircelik A.S Turkey Through:</b></p> <p>M/s. Albario Engineering Pvt. Ltd. Lahore  91-C, Model Town, Lahore  Tel: 042-111 00 1954, Cell: 0321-4937746,  Email: qayyum@aepl.com.pk</p>
10.	<p><b>M/s. Steel Complex Pvt. Ltd. Lahore</b></p> <p>Elahi Group 4<sup>th</sup> Floor Eden Tower, Main Boulevard, Gulberg-III, Lahore  Tel: 042-35790290-92, Cell: 0300-8770016  Email: ceo@scl.net.pk</p>
11.	<p><b>M/s. Fast Cables Lahore</b></p> <p>192-Y Block, Commercial Area, Phase-III, DHA, Lahore  Tel: 042-35742396-9, Fax: 042-35742391  Email: col-shaukat@fast-cable.com</p>
12.	<p><b>M/s. Industrias Arruti S.A Spain Through:</b></p> <p>M/s. Beijing Lahore Trading International Pvt. Ltd  House No. 287-FF, Phase-4, DHA, Lahore  Tel: 042-35713362, Fax: 042-35713364,  Email: blt@blt.com.pk</p>
13.	<p><b>M/s. Henan Tong-Da Cable Co. Ltd. China</b></p> <p>M/s. MK Engineers &amp; Consultant Pvt. Ltd. Lahore  65/1 FCC Syed Maratab Ali Road, Gulberg-IV, Lahore  Tel: 042-35778186-88, Cell: 0322-7190952</p>
14.	<p><b>M/s. Associated Technologies Pvt. Ltd. Lahore</b></p> <p>21-L Model Town, Extension, Lahore  Tel: 042-35178801-4, Fax: 042-35178805  Email: atl@atlpvt.com</p>
15.	<p><b>M/s. Shandong Pacific Optics Fiber and Cable Co. Ltd. P.R. China Through:</b></p> <p>M/s. Overseas Trade Corporation Pvt. Ltd. Lahore  House No. 65 Block H, Johar Town, Lahore  Tel: 042-35463801-3, Fax: 042-35463804  Email: hanifmohammad@overseas.com.pk</p>
16.	<p><b>M/s. Suzhou Furukawa Power Optic Cable Co. Ltd. China Through:</b></p> <p>M/s. Technocraft Enterprises Lahore  42 Main Wahdat Road, Near Naqsha Stop Lahore  Tel: 042-35857342, Fax: 042-35857343 Cell: 0310-4111082  Email: umairtech786@gmail.com</p>

17.	<p><b>M/s. Zhejiang Shengda Steel Tower Co. Ltd. China Through:</b></p> <p>M/s. EMTEC International  132-A, New Green City, Ahlu Road, Kahna Nau Ferozpur Road, Lahore  Cell: 0303-9969073, 0306-1477023, Email: <a href="mailto:emtecinternational@gmail.com">emtecinternational@gmail.com</a></p>
18.	<p><b>M/s. Jiangsu Shemar Electric Co. Ltd. China Through:</b></p> <p>M/s. Trace Engineering Company Lahore  Suit No. 9-10, 1<sup>st</sup> Floor, Rehman Plaza, 4-Queens Road, Lahore  Tel: 042-36298312, Email: <a href="mailto:ceotec77@gmail.com">ceotec77@gmail.com</a></p>
19.	<p><b>M/s. Belose-PLP Thailand Through:</b></p> <p>M/s. Translinx Trading &amp; Contracting Lahore  House No. 158/B, PUEHS Phase-II Raiwind Road, Lahore  Cell: 0300-3715412, Email: <a href="mailto:salman@translinx.pk">salman@translinx.pk</a></p>
20.	<p><b>M/s. Mitas Industry Turkey Through:</b></p> <p>M/s. Translinx Trading &amp; Contracting Lahore  House No. 158/B, PUEHS Phase-II Raiwind Road, Lahore  Cell: 0300-3715412,  Email: <a href="mailto:salman@translinx.pk">salman@translinx.pk</a></p>
21.	<p><b>M/s. Universal Metals Pvt. Ltd. Lahore</b></p> <p>47-B-1, Gulber-III, Lahore  Tel: 042-35753206, Fax: 042-35778216,  Email: <a href="mailto:awamipk@gmail.com">awamipk@gmail.com</a></p>
22.	<p><b>M/s. ISELFA Morsetteria Italy Through:</b></p> <p>M/s. EMEC Trading Co. Lahore  586-Q Block, 1<sup>st</sup> Floor, Johar Town, Lahore  Tel: 042-35310940, Fax: 042-35310939, Cell: 0300-9408539  Email: <a href="mailto:emec525@yahoo.com">emec525@yahoo.com</a></p>
23.	<p><b>M/s. Rohas-Euco Industries BHD Malaysia Through:</b></p> <p>M/s. EMEC Trading Co. Lahore  586-Q Block, 1<sup>st</sup> Floor, Johar Town, Lahore  Tel: 042-35310940, Fax: 042-35310939, Cell: 0300-9408539  Email: <a href="mailto:emec525@yahoo.com">emec525@yahoo.com</a></p>
24.	<p><b>M/s. PEL – Spleen (JV)</b></p> <p>14-Km, Ferozpur Road, Lahore  Tel: 042-35920151-59, Fax: 042-35920106, Cell: 0300-8464133  Email: <a href="mailto:shahid@spleenmanufacturing.com.pk">shahid@spleenmanufacturing.com.pk</a></p>



25.	<p><b>M/s. Dalian Insulator Group T&amp;D Co. Ltd. China. Through:</b></p> <p>M/s. MK Engineers &amp; Consultant Lahore          65/1 FCC Syed Maratab Ali Road, Gulberg-IV, Lahore          Ph +92 42 35778186-88, Fax No. +92 42 35778187, Cell: 0322-7190952          Email <a href="mailto:ahsan@mkengineer.com.pk">ahsan@mkengineer.com.pk</a></p>
26.	<p><b>M/s. Zibo Taiguang Electrical Equipment Factory China Through:</b></p> <p>M/s. M.K Engineering Works Lahroe          Al-Jannat Road, Chowk Masjid Nimra Sadian By Pass Lahore          Tel: 042-37163861-6, Fax: 042-37921337          Email: <a href="mailto:mk_engineeringworks@yahoo.com">mk_engineeringworks@yahoo.com</a></p>
27.	<p><b>M/s. Baoding Jikai Power Equipment Co. Ltd. China. Through:</b></p> <p>M/s. Global Technologies Lahore          550-J Block, Johar Town, Lahore          Tel: 042-35110015, Cell: 0321-4819494          Email: <a href="mailto:yefste@gmail.com">yefste@gmail.com</a></p>

purchaser is satisfied that the bidder has the capacity to undertake multiple lots simultaneously.

## 2. Qualification Criteria

### 2.1 Eligibility

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

#### 2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	i. Bid Submission Sheet; ii. Forms ELI – 1 and ELI – 2
---	-----------------------	-----------------------	-----------------------	----------------	---

#### 2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

#### 2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

#### 2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	i. Bid Submission Sheet; ii. Forms ELI – 1 and ELI – 2
--	-----------------------	-----------------------	-----------------------	----------------	---

#### 2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

### 2.1.6 Black-Listing

Not having been black-listed by NTDC/ WAPDA/DISCOs/ any Government/ Public Department / Donor Agencies at the time of submission of bids as required in ITB 11.1(i)(o) & (p) (BDS).	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	i. Form BLK – 1 (Undertaking of Acceptance of and Compliance with NTDC's SOP for Blacklisting of Contractors); ii. Form BLK – 2 (Affidavit of not black-listed by NTDC/ WAPDA/DISCOs/any Government/ Public Department/ Donor Agencies).
---	-----------------------	-----------------------	-----------------------	----------------	---

## 2.2 Historical Contract Nonperformance

### 2.2.1 History of Nonperforming Contracts

Criteria Requirement	Compliance Requirements			Documents Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract <sup>a</sup> did not occur as a result of contractor's default since <b>last 10 years</b> .	Must meet requirement	Must meet requirement	Must meet requirement <sup>b</sup>	Not Applicable	Form CON-1

<sup>a</sup> Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>b</sup> This requirement also applies to contracts executed by the Bidder as Joint Venture member.

### 2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria Requirement	Compliance Requirements			Documents Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet

### 2.2.3 Pending Litigation

Criteria  Requirement	Compliance Requirements			Documents  Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner		One Partner
Bidders are required to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last <b>five (05)</b> years. The Purchaser may disqualify the Bidder in the event that the total amount of pending or threatened litigation, arbitration or other claims represents more than <b>fifty percent (50%)</b> of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	i. Bid Submission Sheet;  ii. From CON – 1

## 2.3 Experience and Technical Capacity

### 2.3.1 Contractual Experience

Criteria  Requirement	Compliance Requirements			Documents  Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner		One Partner
The Bidder must have successfully completed supply contract(s) regarding T/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 US\$/PKR: i. For Lot-I: USD 2.52 Million / PKR 401.53 Million ii. For Lot-II: USD 2.51 Million / PKR 401.35 Million iii. For Lot-III: USD 0.072 Million / PKR 11.41 Million iv. For Lot-IV: USD 0.15 Million / PKR 23.89 Million v. For Lot-V: USD 0.78 Million / PKR 123.56 Million vi. For Lot-VI: USD 0.24 Million /	Must meet requirement	Must meet requirement	Not applicable	Not applicable	i. Form EXP – 1 & ii. 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)

PKR 37.30 Million					
-------------------	--	--	--	--	--

### 2.3.2 Technical & Manufacturing Experience

Criteria  Requirement	Compliance Requirements			Documents  Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
i. The manufacturer must have at least <b>05</b> years design/manufacturing experience of <b>similar</b> Equipment/Goods (except towers) of the respective Lot with similar or higher rating and capacity.  ii. The tower manufacturer must have at least <b>05</b> years design/manufacturing experience of <b>towers of 132 kV or higher</b> rating and capacity.  iii. For Polymer insulators, the manufacturer must have at least <b>10</b> years manufacturing experience for the required system voltage and above.  iv. The manufacturer shall have manufactured and supplied <b>similar</b> equipment/goods of similar or higher rating and capacity in the quantities at least equal to the <b>100%</b> quantities of the respective Lot within a continuous period of fifteen ( <b>15</b> ) months during the last ten ( <b>10</b> ) years in a single or multiple contracts.  v. The manufacturer must have experience for supplying <b>similar</b> equipment / goods outside the country of origin of offered equipment/goods or within Pakistan during last ten ( <b>10</b> ) years.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	i. Forms EXP – 2, 4 & 6.  ii. 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).

### 2.3.3 Design Experience Criteria (for Lot-V only)

Criteria Requirement	Compliance Requirements			Documents Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
<p>The bidder or its proposed manufacturer/design institute for design of polymer insulator hardware strings must have at least <b>05</b> years design experience of <b>similar</b> Equipment/Goods for 220 kV or above transmission line using electric field modeling.</p> <p><b>Note: Design experience will be considered for only those strings for which E-Field modelling of insulator hardware strings have been carried out to ascertain electric field distribution and voltage grading taking into consideration relevant parameters, inter alia, size and shape of the end fittings, insulator shed profile, location &amp; shape of the corona ring/arcing horn, etc.</b></p>	Must meet requirement	Must meet requirement	Not applicable	Not applicable	i. Form EXP – 5 & ii. Electric field modeling reports of three (03) previously designed strings along with supporting documents and valid contact information (i.e. email, phone, fax no.) of the end users of the material as required in Form EXP-5.

### 2.3.4 Performance Criteria

Criteria Requirement	Compliance Requirements			Documents Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
i. The bidder shall submit at least one <b>(01)</b> operational certificate with the bid from the end user from Pakistan or from outside the country of origin of offered equipment/goods to establish	Must meet requirement	Must meet requirement	Not applicable	Not applicable	i. Form PER – 1 ii. Copies of Contract Agreements and Completion Certificates

<p>satisfactory operation for a continuous period of at least three (03) years prior to deadline for submission of bids. The submitted performance certificate must indicate the name of the end user/client along with its contact address, phone numbers, fax numbers, website and email addresses.</p> <p>ii. For polymer Insulators, minimum 5 years successful service experience should be available, without change of basic design and material.</p> <p>iii. If the bidder has already supplied the offered equipment/ goods to Purchase (i.e. NTDC) and the same is in satisfactory operation for a continuous period of at least three (03) years prior to deadline for submission of bids, the same shall be considered equivalent to criteria mentioned in sub-clause (i) herein above. The bidder shall submit Purchase Order(s)/ Educational Order(s)/ Contract Agreement(s) in such case along with Completion Certificate(s)/ Goods Receipt Note (GRN).</p>					<p>duly notarized (along with notarized translation in English if original is in different language) for projects for which Performance Certificates have been submitted; and</p> <p>iii. Copies of Operational Experience Certificate(s) from end-users.</p> <p>iv. Necessary documents required to substantiate service experience of polymer insulators, without change of basic design and material.</p>
---	--	--	--	--	--

### 2.3.5 Supply Capacity

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
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).	Must meet requirement	All Partners Combined	Each Partner	One Partner
		Must meet requirement	Not applicable	Not applicable

## 2.4 Financial Situation

### 2.4.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial "Standalone" statements, for the last <b>three (03) years</b> to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1

### 2.4.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	Lead Partner	
Minimum average annual turnover as given below, calculated as total certified payments received by the Bidder for contracts in progress or completed within the last <b>three (03) years</b> . Lot-I: US\$ 4.71 Million / PKR 752.86 Million Lot-II: US\$ 4.71 Million / PKR 752.53 Million Lot-III: US\$ 0.14 Million / PKR 21.39 Lot-IV: US\$ 0.28 Million / PKR	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2



44.78 Million Lot-V: US\$ 1.45 Million / PKR 231.66 Million Lot-VI: US\$ 0.44 Million / PKR 69.94 Million					
---	--	--	--	--	--

### 2.4.3 Financial Resources

Criteria  Requirement	Compliance Requirements				Documents  Submission Requirements
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	Lead Partner	
For Single Entities: The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the following total requirement for the subject contract: For Lot-I: USD 3.14 Million / PKR 501.91 Million For Lot-II: USD 3.14 Million / PKR 501.69 Million For Lot-III: USD 0.09 Million / PKR 14.26 Million For Lot-IV: USD 0.19 Million / PKR 29.86 Million For Lot-V: USD 0.97 Million / PKR 154.44 Million For Lot-VI: USD 0.29 Million / PKR 46.63 Million	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3
For Joint Ventures: (1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of forty (40) % from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3
(2) Each partner must	Not	Not	Must meet	Not	Form FIN – 3

demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of twenty five (25) % from the total requirement for the Subject Contract. AND	applicable	applicable	requirement	applicable	
(3) The joint venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the following total requirement for the Subject Contract: Lot-I: US\$ 3.14 Million / PKR 501.91 Million For Lot-II: USD 3.14 Million / PKR 501.69 Million For Lot-III: USD 0.09 Million / PKR 14.26 Million For Lot-IV: USD 0.19 Million / PKR 29.86 Million For Lot-V: USD 0.97 Million / PKR 154.44 Million For Lot-VI: USD 0.29 Million / PKR 46.63 Million	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3

## 1. Evaluation Criteria

The bids will be compared and evaluated as described in ITB section-E "Evaluation & Comparison of Bids". In addition to evaluation parameters given therein, following evaluation criteria shall also be used for the purpose of evaluation of this tender.

The comparison of bids shall be made on the basis of Ex-works & CIF Karachi prices for goods to be offered from within the purchaser's country and from outside the purchaser's country respectively.

### 1.1 Technical Criteria

It will be examined in detail whether the Goods offered by the bidder comply with the technical specifications of the Bidding Documents. For this purpose, the bidder's Specific Plant data & drawings submitted with the bid will be scrutinized and only those bids which offer goods technically conforming to the requirements of the bidding documents shall be considered for further evaluation.

The Cost of all quantifiable deviations or deficiencies from the technical specifications as specified in Section 6, Schedule of Supply shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

#### 1.1.1 Type Testing

The Goods offered by the Bidder shall be type tested in accordance with Specifications - Technical Provisions and Special Provisions of the Bidding Documents. In this regard, the Bidder shall submit, with his bid, the type test reports/results, as described in GCC clause 26.4, of similar plant and equipment as offered and specified in the Bidding Documents.

In case of non-submission of type test reports with the Bid or if the submitted type test reports are not conforming to the requirements given in Specifications - Technical Provisions and Special Provisions of the Bidding Documents, the Bid shall not be rejected by the Purchaser as non-responsive, subject to the condition that the Bidder undertakes, as under, to perform the type tests specified in Volume – II: Specifications - Technical Provisions at one of the labs listed in "Revised Type Test Policy of NTDC" attached with the Bidding Documents.

#### Type Test Undertaking

"We, M/s. \_\_\_\_\_ [Name of the Bidder] undertake to submit type test reports conforming to the Specifications - Technical Provisions and Special Provisions of the Bidding Documents after award of Contract, if so selected. In case the submitted type test reports (with the Bid or after award of Contract) are not conforming to the requirements given in the Specifications - Technical Provisions and Special Provisions of the Bidding Documents, we shall arrange the type tests specified in Section-6 Specifications - Technical Provisions in accordance with the provisions of the Bidding/Contract Documents at no additional cost to the Purchaser and without affecting the stipulated Delivery Period.

*Signature & Seal of the Bidder"*

## 1.2 Domestic Preference

- i. In comparison of evaluated bids, Purchaser will grant a margin of preference to goods manufactured in Pakistan. For this purpose, responsive bids shall be classified in one of the following three groups:
  - (a) **Group A:** bids exclusively offering goods manufactured in the country of the borrower if the bidder establishes to the satisfaction of the borrower and ADB that (i) labor, raw material, and component from within the country of the borrower will account for 30 percent or more of the EXW price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing/assembling such goods at least since the time of bid submission.
  - (b) **Group B:** all other bids offering goods manufactured in the country of the borrower.
  - (c) **Group C:** bids offering goods manufactured abroad that have been already imported or that will be directly imported.
- ii. The price quoted for goods in bids of groups A and B shall include all duties and taxes paid or payable on the basic materials or component purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on CIF or CIP (place of destination); which is exclusive of customs duties and other import taxes already paid or to be paid.
- iii. In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A or group B is the lowest, it shall be selected for the award.

If as a result of the comparison under paragraph iii above, the lowest evaluated bid is a bid from group C, the lowest evaluated bid from group C shall be further compared with the lowest evaluated bid from group A after adding to the evaluated price of goods offered in the bid from group C, for the purpose of this further comparison only, an amount equal to 15 percent of the CIF bid price. The lowest evaluated bid determined from this last comparison shall be selected.

## 1.3 Damping Study & Placement Charts

For Lot-VI (Dampers), the contractor shall provide Damping Study and Placement Charts of the offered dampers in the Bid. The contractor shall fill the damper schedules as per Forms DMP – 1, DMP – 2 and DMP – 3 given in Section 4 “Bidding Forms” and submit the same in the Bid. Subsequently, Bid Evaluation shall take into account the Damping Study and Placement Charts to arrive at the most economical offer that will be recommended for award.

## 1.4 Economic Criteria

### 1.4.1 Adjustment for Scope

#### 1.4.1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country

provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price.

#### **1.4.1.2 Minor Omissions or Missing Items**

Pursuant to ITB 33.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids on the basis of highest price quoted for the same item by the other responsive bidder. If all bidders do not have the price for such nonmaterial nonconformities or omissions, the purchaser shall base its assessment on the purchaser's estimated cost of such item(s).

#### **1.4.2 Adjustment for Deviations from the Terms of Payment**

If a bid deviates from the terms of payment/payment conditions as specified in the Section 8: Special 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: LIBOR;
- for local currency component: KIBOR;

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

#### **1.4.3 Adjustment for Deviations in the Delivery and Completion Schedule**

The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply). No credit will be given for earlier completion. Bids offering late contract performance schedules will be accepted but the Bids shall be adjusted in the evaluation by adding to the Bid Price at the rate of 0.05% of the Bid Price (CIF/Ex-works prices of goods) for each day of delay for a maximum period of 30 days. Bids offering delivery schedules beyond 30 days of the date specified in Section 6 (Schedule of Supply), shall be rejected.

#### **1.4.4 Operation and Maintenance (O&M) Costs**

NOT APPLICABLE

#### **1.5 Multiple Lots (Contracts)**

Goods are grouped in lots. The Purchaser will evaluate and compare Bids on the basis of a lot or a combination of lots, or as a total of lots in order to arrive at the least cost Combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a bidder is determined to be lowest evaluated substantially responsive in more than one lot, the qualification of the Bidder shall be assessed to meet the aggregated qualifying requirements - relating to Contract Experience, Manufacturing Experience, Supply Capacity, Size of Operation and Financial Position – given in Clause 2 (Qualification Criteria) herein above for award of multiple Lots. However, order for multiple lots will be placed only if the

L538847



0141-15696723	<b>E-STAMP</b>	PB-LHR-14042A6CC42C3AD6
<b>Non-Judicial</b>		<b>Rs 1,200/-</b>

Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: QINGDAO QIANGLI STEEL STRUCTURE CO LTD [35000-0000000-0]
Second Party	: NATIONAL TRANSMISSION AND DESPATCH CO LTD [35000-0000000-0]
Agent	: INAAM ENERGY CORPORATION LAHORE [35201-5215827-7]
Stamp Duty Paid by	: NATIONAL TRANSMISSION AND DESPATCH CO LTD [35000-0000000-0]
Issue Date	: 18-Jan-2022, 02:37:46 PM
Paid Through Challan	: 202292E12406288A
Amount in Words	: One Thousand Two Hundred Rupees Only

Please Write Below This Line

### Contract Agreement

THIS AGREEMENT made on the 19<sup>th</sup> day of January 2022 between Chief Engineer (MP&M) National Transmission and Despatch Company Co. Ltd. (NTDC), 8th Floor Shaheen Complex, Egerton Road, Lahore (hereinafter "the Purchaser"), of the one part, and M/s. Qingdao Qiangli Steel Structure Co. Ltd., China Through M/s. Inaam Energy Corporation Lahore 210-A, Upper Mall Scheme, Bawa Park, Lahore (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., Contract No. ADB-105R(Lot-2)-2021 Lot-I for Procurement of 220 kV Steel Towers & Accessories has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of CNY 14,838,258.35 (CIF Karachi) (In words: Chinese Yuan Renminbi Fourteen Million Eight Hundred Thirty Eight Thousand Two Hundred Fifty Eight point Three Five only) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - Letter of Acceptance;
  - Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - Special Conditions of Contract;
  - List of Eligible Countries that was specified in Section 5 of the Bidding Document;
  - General Conditions of Contract;
  - Schedule of Supply; and
  - Any other documents shall be added here.





**E-STAMP**  
CONTINUATION SHEET

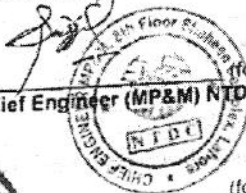
This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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 Related Services 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 Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by \_\_\_\_\_ (for the Purchaser)  
Mr. Haseeb Khawar, Chief Engineer (MP&M) NTOC

Signed by \_\_\_\_\_ (for the Supplier)  
M/s. Qingdao Qiangli Steel Structure Co. Ltd., China



**EVALUATION REPORT**  
**(AS PER RULE 35 OF PP RULES, 2004)**

1. Name and Procuring Agency: National Transmission and Despatch Co. Ltd. (NTDC)
2. Method of Procurement: International Competitive Bidding (ICB) - Single Stage Single Envelope (SSSE)
3. Title of Procurement: Tender No. ADB-105R (Lot-II)-2021 Procurement Of Goods – Transmission Line Material For 220kV Double Circuit Transmission Line On Twin Bundle ACSR “Rail” Conductor From 500/220kV Faisalabad Grid Station To 220kV Lalian Grid Station (Approx. 56 Km) Under ADB Loan No. 3419-Pak: Second Power Transmission Enhancement Investment Program – Tranche – 3
4. Tender Inquiry No.: ADB-105R (LOT-II)-2021
5. PPRA Ref. No: TS450163E
6. Date and Time of Bid Closing 23-06-2021 02:00 PM
7. Date and Time of Bid Opening: 23-06-2021 02:30 PM
8. No. of Bid Received:

<b>Lot No.</b>	<b>Lot-I</b>	<b>Lot-II</b>
<b>No. of Bids</b>	<b>8</b>	<b>4</b>

9. Criteria of Bid Evaluation: Evaluation and comparison of Bid as per Section-I “**Instruction to Bidders**” of Bidding Documents.



## 10. Details of Bids Evaluation

### Lot-I: 220kV Steel Towers & accessories

Sr.#	Name of Bidder	Marks		Quoted/Read-Out Price at Bid Opening	Evaluated Bid Price	Rule/Regulation/SBD*/Policy/Basis for Rejection/ Acceptance as per Rule 35 of PP Rules, 2004
		Technical (If Applicable)	Financial (If Applicable)			
1.	M/s. Qingdao Qiangli Steel Structure Co. Ltd., China	N/A	N/A	CNY 14,838,256.92	CNY 14,838,258.35	<b>Responsive</b>
2.	M/s. Zhejiang Shengda Steel Tower Co. Ltd., China	N/A	N/A	USD 2,521,345.56	USD 2,522,009.16	Responsive but Higher in price
3.	M/s. SA-RA Energy Construction Trade & Industry Co. inc. Turkey	N/A	N/A	USD 2,613,648.19	USD 2,613,647.8	Responsive but Higher in price
4.	M/s. Changsu Fengfan Power Equipment Co. Ltd., China	N/A	N/A	USD 2,798,957.85	USD 2,798,957.85	Responsive but Higher in price
5.	M/s. Mitas Industry Turkey	N/A	N/A	USD 2,900,991.02	USD 2,900,990.05	<p><b>Non-Responsive</b></p> <p>The firm has not submitted audited financial statements of last three years and therefore, historical financial performance, average annual turnover and financial resources of the bidder cannot be substantiated. Since the bidder is ranked 5th in price, the post bid clarification was not sought for provision of audited financial statements.</p> <p>In light of above discussion, the bidder does not meet the qualification criteria mentioned in Clause 2.4 Section 3 (Evaluation and Qualification Criteria) of the bidding documents and is considered non-responsive.</p>

6.	M/s. Associated Technologies Pvt. Ltd., Lahore	N/A	N/A	USD 3,221,609.00	PKR 149,154,365 + USD 2,212,105	Responsive but Higher in price
7.	M/s. PEL - Spleen (JV) Lahore	N/A	N/A	PKR 538,247,886.00	PKR 538,247,936.00	<p><b>Non-Responsive</b></p> <p>It was determined that the Financial Resources of M/s. PEL and M/s. Spleen are PKR 26,745 Million and PKR -60.9 Million against the requirement of PKR 200.76 Million (40% of PKR 501.91 Million) for one partner and PKR 125.48 Million (25% of PKR 501.91 Million) for each partner as required under clause 2.4.3 of Section 3 of bidding documents. Therefore, M/s. Spleen does not meet the criteria of required financial resources and found non-responsive.</p> <p>In light of above discussion, the bidder does not meet the qualification criteria mentioned in Clause 2.4 Section 3 (Evaluation and Qualification Criteria) of the bidding documents and considered non-responsive.</p>

8.	M/s. Rohas - Euco Industries BHD Malaysia	N/A	N/A	USD 3,540,138.23	USD 3,540,136.65	<p><b>Non-Responsive</b></p> <p>The bidder has submitted contract/supply agreement for supply of tower material within country of origin only and therefore does not meet the requirement of experience for supplying similar equipment / goods outside the country of origin of offered equipment/goods or within Pakistan during last ten (10) years as stipulated in clause 2.3.2 (v) Section 3 of the bidding document.</p> <p>In view of the above, the Bidder does not fulfill the specified manufacturing/supply experience criteria and is considered non-responsive to the requirements of the bidding document</p>
<p style="text-align: center;"><b>Lowest Evaluated Responsive Bidder</b></p> <p style="text-align: right;"><b>M/s. Qingdao Qiangli Steel Structure Co. Ltd, China at award price of CNY 14,838,258.35 (CIF Karachi)</b></p>						

**Lot-II: ACSR Rail Conductor**

Sr.#	Name of Bidder	Marks		Quoted/Read-Out Price at Bid Opening	Evaluated Bid Price	Rule/Regulation/SBD*/Policy/Basis for Rejection/ Acceptance as per Rule 35 of PP Rules, 2004
		Technical (If Applicable)	Financial (If Applicable)			
1.	M/s. Jiangsu Zhongtian Technology Co. Ltd., China (ZTT)	N/A	N/A	CNY 18,954,000	CNY 18,954,000	Responsive
2.	M/s. Henan Tong-Da Cable Co. Ltd., China	N/A	N/A	USD 3,109,600	USD 3,109,600	Responsive but Higher in Price
3.	M/s. Newage Cables Pvt. Ltd., Lahore	N/A	N/A	PKR 192,855,000 + USD 2,273,700	PKR 192,855,000 + USD 2,273,700	<p>Non-Responsive</p> <p>Type Test Reports submitted with the bid are of ACSR Drake Conductor. The bidder was asked vide post bid clarification to submit an undertaking to conduct type testing as per requirements of ITB 11.1(i)(mm) of Section-2. In response, the bidder has not submitted the undertaking for type testing.</p> <p>According to Clause 1.1.1 of Section-3 (Evaluation and Qualification Criteria), goods offered by the bidder shall be type tested in accordance with Specifications – Technical Provisions and Special Provisions of the Bidding Documents. In case the submitted type test reports are not conforming to the requirements, the bid shall not be rejected as non-responsive subject to the condition that the Bidder undertakes to perform the type</p>

						tests. In light of above, the type test reports submitted are not of goods offered and the bidder has not submitted undertaking to perform type tests, hence, the bidder is considered non-responsive
4.	M/s. Fast Cables, Lahore	N/A	N/A	PKR 544,077,950	PKR 544,077,950	<p style="text-align: center;"><b>Non-Responsive</b></p> <p>The bidder has submitted the contract/purchase orders of similar or higher rating equipment/goods to establish the qualification criteria. As per documents provided, the bidder has supplied total of 626 km of similar or higher rating equipment/goods against requirement of 650 km and therefore does not meet the requirement of experience for supplying similar or higher rating equipment / goods at least equal to 100% quantities of respective lot during last ten (10) years as stipulated in clause 2.3.2 (iv) Section 3 of the bidding document.</p> <p>The supplied conductor (reference above projects) has also not been in satisfactory operation for a continuous period of at least 03 years as per requirements stipulated in Clause 2.3.4 Section-3 of bidding document.</p> <p>The bidder was asked vide post bid clarification to submit documents fulfilling the experience criteria mentioned above. The bidder in response has stated that all experience documents have already been submitted with</p>

						the bid. In view of above, the Bidder does not fulfill the specified manufacturing/supply experience criteria and specified performance criteria
	<b>Lowest Evaluated Responsive Bidder</b>					M/s. Jiangsu Zhongtian Technology Co. Ltd., China (ZTT) at award price of CNY 18,954,000 (CIF Karachi)

**Lowest Evaluated Bidder**

<b>Lot-I</b>	<b>M/s. Qingdao Qiangli Steel Structure Co. Ltd., China</b>
<b>Lot-II</b>	<b>M/s. Jiangsu Zhongtian Technology Co. Ltd., China (ZTT)</b>

11. **Any other additional/supporting information, the procuring agency may like to share: NIL**

**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.

**Signature:.....**  
**Chief Engineer MP&M, NTDC**

## Section 8: Special Conditions of Contract

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

<b>GCC 1</b>	<b><u>Definitions</u></b>
<b>1.1(j)</b>	The Purchaser's country is: <b>Islamic Republic of Pakistan</b>
<b>1.1(k)</b>	The Purchaser is: <b>Chief Engineer (MP&amp;M), National Transmission and Despatch Company (NTDC), 8<sup>th</sup> Floor, Shaheen Complex, Egerton Road, Lahore-Pakistan. Telephone No. 92-42-99202597 Fax No. 92-42-99202173</b>
<b>1.1 (q)</b>	The Site is: <b>Faisalabad / NTDC Warehouse, Gatti, Faisalabad</b>
<b>GCC 4</b>	<b><u>Interpretation</u></b>
<b>4.2 (b)</b>	The version of Incoterms shall be: <b>Incoterms 2010</b>
<b>GCC 5</b>	<b><u>Language</u></b>
<b>5.1</b>	The language shall be: <b>English</b> The language for translation of supporting documents and printed literature is: <b>English</b>
<b>GCC 8</b>	<b><u>Notices</u></b>
<b>8.1</b>	For <b>notices</b> , the Purchaser's address shall be: <b>Chief Engineer (Material Procurement &amp; Management), NTDC 8<sup>th</sup> Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan Postal Code: 54000 Telephone: +92-42-99202597 E-mail address: <a href="mailto:cempm@ntdc.com.pk">cempm@ntdc.com.pk</a></b>
<b>GCC 9</b>	<b><u>Governing Law</u></b>
<b>9.1</b>	The governing law shall be: <b>Laws of Islamic Republic of Pakistan</b>
<b>GCC 10</b>	<b><u>Settlement of Disputes</u></b>
<b>10.2</b>	<b>For a contract with a Foreign Supplier:</b> In case of disputes between the Purchaser and the Supplier, the disputes shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules. The venue for arbitration shall be: <b>Lahore, Pakistan.</b>

	<p><b>For a contract with a Local Supplier:</b></p> <p>In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration procedures in the Purchaser's country.</p> <p>The venue for arbitration shall be <b>Lahore, Pakistan</b>.</p>
<p><b>GCC 11</b> <b>11.1</b></p>	<p><b><u>Scope of Supply</u></b></p> <p>Scope of supply is defined in Volume-I Section-6 "Schedule of Supply", Volume-II "Technical Specifications" &amp; "Technical Provisions" and Volume-III "Drawings".</p> <p>Tower manufacturer will prepare detailed models of each type of tower with BOCAD or equivalent software, from the erection/outline drawings provided by NTDC. After obtaining approval of this model from NTDC, the manufacturer will prepare drawings for above items for mass fabrications and again submit these drawings to NTDC for approval.</p>
<p><b>GCC 12</b> <b>12.1</b></p>	<p><b><u>Delivery</u></b></p> <p>Details of shipping and documents to be furnished by the Supplier shall be:</p>
<p><b>A.</b></p>	<p><b><u>For Goods Supplied from abroad</u></b></p> <p>(For Goods Supplied from abroad as per incoterms CIF Karachi)</p> <p>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, with a copy to the Insurance Company.</p> <ol style="list-style-type: none"> <li>i) Original and four (04) copies of the Supplier's invoice showing Goods description, quantity, unit price and total amount.</li> <li>ii) Original and four copies of the negotiable clean, on board bill of lading marked "freight prepaid" and four copies of non-negotiable bill of lading.</li> <li>iii) Original and four (04) copies of the packing list identifying contents of each package.</li> <li>iv) Original and four (04) copies of the Insurance certificate.</li> <li>v) Original and four (04) copies of the Manufacturer's/Supplier's warranty certificate.</li> <li>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.</li> <li>vii) Original and four (04) copies of the Certificate of origin.</li> <li>viii) Any other document as necessary due to statutory requirements.</li> </ol> <p>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.</p>
<p><b>B.</b></p>	<p><b><u>For Goods supplied from within the Purchaser's country as per Incoterms EXW:</u></b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and submit the following documents to the Purchaser:</p> <ol style="list-style-type: none"> <li>a) Original and four (04) copies of the Supplier's invoice showing the description of Goods, quantity, unit price, and total amount.</li> <li>b) Original and four (04) copies of clean on board Bill of Entry for imported</li> </ol>



	<p>raw material as per ITB Clause 15: Currencies of Bid &amp; SCC Clause 16.4: Terms of Payment.</p> <p>c) Original and four (04) copies of the Delivery Note.</p> <p>d) Original and four (04) copies of the Manufacturer's or Supplier's warranty certificate.</p> <p>e) Original and four (04) copies of the Insurance certificate.</p> <p>f) 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</p> <p>g) Original and four (04) copies of the Certificate of origin.</p> <p>h) The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
12.2	<p>Add the following new Sub-Clause after GCC 12.1:</p> <p>Delivery shall be deemed to have been made:</p> <p>a) In case of CIF/C&amp;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.</p> <p>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.</p>
GCC 13 13.2	<p><b><u>Supplier's Responsibilities</u></b></p> <p>Add the following new Sub Clause after GCC 13.1:</p> <p>An un-excused delay by Supplier in 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.</p>
GCC 15 15.2	<p><b><u>Contract Price</u></b></p> <p>The price adjustment shall be: <b>Not Applicable</b></p>
GCC 16 16.1	<p><b><u>Terms of Payment</u></b></p> <p>Payment of the Contract Price shall be made in the following manner:</p>
A.	<p><b><u>For Goods and Related Services supplied from outside the Purchaser's country:</u></b></p> <p>a) <b>Advance Payment:</b> Ten (10) percent of the Contract Price within twenty-eight (28) days of signing of the Contract Agreement. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9, Contract Forms.</p> <p>b) <b>On Shipment:</b> The Purchaser shall pay the Supplier eighty (80) percent of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1(A) here above.</p>

	<p>c) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within twenty-eighty (28) days of receipt of the Goods, upon submission of a claim supported by the 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 i.e. Gatti, Faisalabad; (ii) carrying out of insurance survey in accordance with PCC Sub-Clause 24.2; (iii) issuance of Goods Receipt Note (GRN) of entire quantity of Goods by the Purchaser; and (iv) Certificate from Chief Engineer T/L Design NTDC for completing the submission of all the drawings/data as detailed in Clause SP-2: 2.3 of Sub-Section-6.5-Special Provisions.</p>
<b>B.</b>	<p><u>For Goods and Related Services supplied from within the Purchaser's country:</u></p> <p>a) <b>Advance Payment:</b> Ten (10) percent of the Contract Price within twenty-eight (28) days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9, Contract Forms.</p> <p>b) <b>On Delivery:</b> The Purchaser shall pay the Supplier eighty (80) percent of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1(B) here above.</p> <p>c) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within twenty-eighty (28) days of receipt of the Goods upon submission of a claim supported by the 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 i.e. Gatti, Faisalabad; (ii) carrying out of insurance survey in accordance with PCC Sub-Clause 24.2; (iii) issuance of Goods Receipt Note (GRN) of entire quantity of Goods by the Purchaser; and, (iv) Certificate from Chief Engineer T/L Design NTDC for completing the submission of all the drawings/data as detailed in Clause SP-2: 2.3 of Sub-Section-6.5-Special Provisions.</p>
<b>16.4</b>	<p>The currencies for payment shall be:</p> <p>The Supplier shall be paid as per currency(ies) stated in Schedule of Prices. <b>The Bill of Entry of the 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.</b> The prevalent exchange rate shall be Telegraphic Transfer and On Demand (TT&amp;OD) composite exchange rate (selling) published by National Bank of Pakistan.</p>
<b>GCC 17</b>	<p><b><u>Taxes &amp; Duties</u></b></p> <p>Add the following new Sub-Clause after GCC 17.3:</p>
<b>17.4</b>	<p><b>Tax Treatment</b></p> <p>i. For the Goods to be offered from outside the Purchaser's country, all taxes, duties and other leviables in Pakistan on the finished Goods shall be paid by the Purchaser subject to condition that material shipped is in the name of NTDC and NTDC WeBOC is used.</p>

	<p>ii. 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 Goods. 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 11<sup>th</sup> Schedule of Sales Tax Act 1990 amended to date. 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 name of NTDC and NTDC can claim input from FBR.</p> <p>iii. 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.</p> <p><b>Taxes (GST &amp; PST if applicable)</b></p> <p>General Sales Tax and Provincial Sales Tax, if levied &amp; applicable on finished local goods and services respectively shall be charged by the Supplier and payments will be subject to Withholding as per Rules mentioned in Respective Federal or Provincial Laws. Copy of sales tax return shall be provided by the Supplier. The payments of PST/GST Shall only be made if NTDC can claim input from relevant Tax Authority(ies).</p> <p><b>Notes:</b></p> <p>a) The Bidder is to confirm that their prices include all direct taxes applicable in their country and in Purchaser's country.</p> <p>b) Only those firms/organizations/companies/suppliers will be eligible to bid who are active taxpayers as per Federal Board of Revenue Data Base i.e. Active Taxpayer List (ATL) for both Income Tax and Sales Tax.</p> <p>c) Foreign firms//organizations/companies/suppliers, if required as per law of the country will get them registered from relevant tax authorities after award of contract.</p> <p>d) All payments (including advance) will be subject to Withholding Taxes as per Income Tax Ordinance 2001/international Tax Treaty &amp; Sales Tax Act 1990 amended to date, further, payments shall be made only to those entities appearing in Active Taxpayer List (ATL) for both Income Tax &amp; Sales Tax.</p> <p>e) Advance Payment Guarantee and Performance Guarantee will be exclusive of indirect taxes.</p> <p>f) Tax Treatise will be considered between Pakistan and Contractors' country (if applicable).</p>
<p><b>GCC 18</b></p> <p><b>18.1</b></p>	<p><b><u>Performance Security</u></b></p> <p>The Supplier shall provide a Performance Security of <b>10%</b> percent of the Total Contract Price, denominated in the same currency(ies) as of the contract price.</p>
<p><b>18.3</b></p>	<p>The Supplier shall provide a Performance Security as per format given in <b>Section-9 (Contract Forms)</b> of the Bidding Documents. At the supplier's option, the Performance Security shall be in the form of an unconditional Bank Guarantee from either (a) any Scheduled Bank in Pakistan, or (b) a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan to make it enforceable.</p> <p>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.</p>

	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 twenty eight (28) days after issuance of Warranty Certificate in accordance with PCC Sub-Clause 28.3.
GCC 23 23.2	<p><b><u>Packing &amp; Documents</u></b></p> <p>The packing, marking and documentation within and outside the packages shall be:</p> <p><b>Packing</b></p> <ol style="list-style-type: none"> <li>(1) The Contractor shall prepare and pack all parts of the Plant &amp; Equipment for shipment in accordance with the requirements of the Contract Documents and in the best possible manner to withstand damage or loss from repeated handling and extremes of climate during transport and storage at Site. All parts of the Plant and Equipment shall be packed so as to guarantee safe transportation of the Plant and Equipment to the Site under any conditions and limitations which may be encountered. The manner of packing shall be such that it protects the Plant and Equipment against breakages, damages and losses from the factory until its arrival at its final destination at the Site.</li> <li>(2) The final packing shall be such that the weight and dimensions of packages are within reasonable limits in order to facilitate handling, storage and transportation.</li> <li>(3) Tower members shall be bundled un-assembled into like-member bundles. No bundle or container shall weigh more than 900 kgs. Prior to commencement of bundling, the Contractor shall submit his proposed bundling schedule to the Engineer for approval. The bundling schedule shall list the number of members per bundle and the weight of each bundle.</li> </ol> <p>All members of each bundle shall be wired together (at both ends of the bundle) by passing a non-corrosive steel wire through the holes that are punched in the members. The wire shall be minimum No. 20 metric wire gauge and shall be completely looped and the ends shall be twisted together and tightened securely. Bundles shall be strapped with heavy gauge (32 mm x 1 mm) non-corrosive steel strapping. Following is a guide to the number of steel straps and is meant to be a minimum requirement only, and therefore does not limit the number of straps should more be deemed necessary by either the Contractor or the Purchaser's Representative.</p> <p>Member lengths of 0.5 m to 1.5 m - 2 straps Member lengths of 1.5 m to 2.5 m - 3 straps Member lengths over 2.5 m - 4 straps</p> <p>Small members (less than 0.5 m length), gusset plates, clip angles, accessories, etc. shall not be bundled or shipped loose. Such members shall be wired together in small lots of like members and placed in strong wooden boxes made of nominal 25 mm lumber, dressed on the outside</p>

for marking purposes. Construction shall be of an interlocking type with reinforced corners and edges, (i.e. double lumber). Boxes shall be nailed together with ringed, gummed, spiraled or nails, only, and any nails that protrude into the box interior shall be clinched. Boxes shall be lined with a waterproof paper. No box shall be smaller than 0.028 Cu. meter in volume nor shall exceed 90 kgs gross weight, and shall be steel strapped. All boxes containing identical items shall be of a uniform size.

- (4) The Conductor shall be shipped in matched sets of twenty-four (24) in nominal lengths of 3200 meters on non-returnable reels having mixture of steel and wood. The manufacturer may at his own option furnish the conductor on non-returnable steel reels at no additional cost to the Purchaser. The difference between the shortest and longest length in a set shall not exceed 46 meters. The average length between sets may vary  $\pm 5\%$  from the nominal length of 3200 meters. The reels shall be designed for nominal tension stringing operations and shall conform to standard laid out by Aluminum Association of USA.

The drums (reels) of the conductor shall be wrapped with a moisture resistant protective covering. The inner flanges of the reels shall be lined with moisture resistant solid fiberboard.

Two outer layers of the conductors shall be interleaved and the outer layer covered with moisture resistant paper. One layer of waterproof paper must be inserted underneath the last layer of conductor on the drum to avoid sliding against the inner layer. Moreover, the conductor shall be tied at the beginning of the last outer turn to one flange with a suitable string and the outer end stapled to the outer flange to avoid the conductor moving from the correct position. A protective covering of a single layer of a moisture resistant solid fiberboard, secured with steel banding, shall be wrapped overall.

The reels shall be so constructed to withstand normal loads due to tension stringing operations and they shall be sufficiently sturdy to withstand the additional handling incident to ocean shipment and field of construction. The wood should be seasoned to shrinkage and warping. The timber to be used shall be new, dry, properly seasoned and suitably treated to withstand changes in temperature and humidity without deterioration or shrinkage. The reels should be treated with preservative to protect against moisture, rot fungus, termite and insect attack.

Reels shall be wood lagged, the lagging to be secured with three (03) steel bands. Steel bands shall be intermittently stapled to lagging.

It is the responsibility of the Supplier to ensure that the method of packing shall be strong enough to withstand wear and tear during sea/inland transportation and handling at site.

- (5) The insulators shall be packed in strong wooden crates/boxes to withstand rigors of transport, handling and storage. The wood should be seasoned to shrinkage and warping and treated with preservative.
- (6) The insulator's string hardware, conductor & OPGW accessories, dampers and grounding connectors shall be packed in wooden boxes secured with steel bands strong enough to withstand the strains of overland and overseas transportation.
- (7) The ground rods and ground wire shall be packed in bundles and bound

with steel straps. The packing shall be strong enough to protect any surface or part from damage during transportation and storing

- (8) Bolts, nuts and washers shall be packed in wooden boxes or kegs in bulk quantities. Boxes shall be nailed together with ringed, spiraled or gummed nails only and any nails that protrude into the box interior shall be clinched. Boxes shall be lined with a waterproof paper. A surplus of five (5) percent of nuts, bolts and washers shall also be packed. Boxes or kegs shall contain only one type and size of items. Mixing of items including nuts, bolts and washers shall not be permitted.
- (9) Methods of packing, marking and shipping shall be submitted to the Engineer for review and acceptance. Before any shipment is made, the Contractor shall get the packing detailed drawings approved by the Engineer.

#### **Lifting**

The method of lifting, type of equipment and type of slings, used for handling the conductor reels are subject to approval by the Engineer. The steel wooden reels are so constructed as to be supported either on an axle through the arbor hole or by the reel flange. When the reels are lifted by an axle supported from above, a spreader bar must be employed to prevent reel damage by inward pressure on reel flange. In no case shall metallic slings or other metallic equipment shall come in contact with conductor or OPGW.

#### **Slings**

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

#### **Identification Marking**

1. All units or components of the Equipment shall be plainly die-indented with a number to identify the 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 or package shall have labels and or tags made from strong waterproof material and marked in indelible and non-fadeable 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

	<p>stores or site handling and storage will also be provided.</p> <p>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</p> <p><b><u>Container Marking</u></b></p> <p>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:</p> <p><b><u>Ultimate Consignee:</u></b></p> <p>Chief Engineer (MP&amp;M) NTDC, Lahore, Pakistan Through Chief Engineer (Custom Clearance &amp; Logistics) (NTDC), Karachi Final Destination _____ Contract No. _____ Name of Project _____ Weight And Dimension _____ Serial Number _____ Code No. _____</p> <p>Purchaser Inscription "NTDC"</p>
<p><b>GCC 24</b> <b>24.1</b></p>	<p><b><u>Insurance</u></b></p> <p>Pursuant to GCC , Sub-Clause 24.1,</p> <p>i. For Goods to be provided from outside the Purchaser Country the Supplier must insure the goods in the joint names of the Purchaser and the Supplier in an amount equal to <b>110%</b> of CIF price of the goods from warehouse to warehouse on all risks basis, including but not limited to war risks, strikes, riot and civil commotion (SRCC), fire, smoke, explosion, terrorism, collision, overturn, derailment, flood, theft or attempted theft.</p> <p>ii. For Goods to be provided from within the Purchaser Country, the Supplier must insure the goods in the joint names of the Purchaser and the Supplier in an amount equal to <b>110%</b> of the EXW price of the goods from warehouse to warehouse on all risks basis, including but not limited to war risks, strikes, riot and civil commotion (SRCC), fire, smoke, explosion, terrorism, collision, overturn, derailment, flood, theft or attempted theft.</p>
<p><b>24.2</b></p>	<p>Add the following new Sub-Clause after 24.1:</p> <p>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.</p> <p>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)</p>

	<p>days following signing of Contract Agreement, for approval by the Purchaser.</p> <p>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.</p>
<p><b>GCC</b> <b>25.1</b></p>	<p><b><u>Transportation</u></b></p> <p>Obligations for transportation of the Goods shall be in accordance with: <b>Incoterms 2010</b></p>
<p><b>GCC 26</b> <b>26.1</b></p>	<p><b><u>Inspections &amp; Tests</u></b></p> <p>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 &amp; 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.</p> <p>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</p>
<p><b>26.2</b></p>	<p>a) Pre-Shipment Inspection/FAT shall be carried out at the works of manufacturer.</p> <p>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.</p>
<p><b>26.3</b></p>	<p>Delete GCC Sub-Clause 26.3 and replace it with the following:</p> <p>a) The cost of performing as well as witnessing of Type tests &amp; Sample/Routine/Quality Conformance/Factory Acceptance Tests by the Inspectors during foreign inspection shall be borne by the Supplier. Witnessing of the tests will cover the expenses of two (02) inspectors of Purchaser and Engineer, including air ticket from Lahore, Pakistan to the place or places of inspections, boarding &amp; lodging in any <b>A class</b> accommodation, local transportation and daily allowance (including travel time) of <b>100 €</b> to meet other expenses. <b>The said payment will be made to the inspectors before issuance of test report/Inspection Certificate (IC).</b> In addition to this, all the expenses regarding visa stamping (visa fee, 1<sup>st</sup> class traveling, A-class hoteling etc.) of the Purchaser and Engineer inspectors will also be borne by the Supplier.</p> <p>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. 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 &amp;</p>



	lodging in any <b>A class</b> accommodation, local transportation and daily allowance (including travel time) of <b>Rs. 2500/-</b> per day per person to meet other expenses. <b>The said payment will be made to the inspectors before issuance of Inspection Certificate (IC).</b>
<b>26.4</b>	As soon as Goods are ready for inspection, the Supplier shall give a notice in writing of at least two (02) months for foreign inspection and one (01) month for local inspection to the inspectors for witnessing such tests with date, time and place.
<b>26.6</b>	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.
<b>26.8</b>	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.
<b>26.9</b>	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.
<b>26.10</b>	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.
<b>26.11</b>	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.
<b>GCC 27</b> <b>27.1</b>	<b><u>Liquidated Damages</u></b>  a. The liquidated damages shall be 0.05% of the total contract price of Goods 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.
<b>GCC 28</b> <b>28.1</b>	<b><u>Warranty</u></b>  Add the following at the end of GCC Sub-Clause 28.1:

	<p>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 in the country of final destination.</p>
28.3	<p>a. Amend the text of GCC Sub-Clause 28.3 as under:</p> <p>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.</p> <p>For purpose of warranty, the place of final destination is NTDC warehouse.</p> <p>b. Add the following at the end of GCC Sub-Clause 28.3:</p> <p>Within fourteen (14) days after completion of warranty period up to the satisfaction of Purchaser &amp; Engineer, the Purchaser shall issue Warranty Certificate to the Supplier.</p>
28.5	<p>The Supplier shall correct any defects covered by the Warranty within Thirty (30) days of being notified by the Purchaser of the occurrence of such defects.</p>
GCC 30 30.1 (b)	<p><b><u>Limitation of Liability</u></b></p> <p>The amount of aggregate liability shall be <b>Hundred Percent (100%)</b> of the total Contract Price.</p>
GCC 33 33.4	<p><b><u>Change Orders and Contract Amendments</u></b></p> <p>Add the following new Sub-Clause after 33.3:</p> <p>The Purchaser may increase or decrease the quantities of Goods to the extent of <b>15%</b> of the Contract Price during currency of the Contract without any change in the unit price or other terms and conditions of the Contract.</p>