# 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 <u>National Transmission & Despatch Company Limited</u> (NTDC)
- > FEDERAL / PROVINCIAL GOVT Federal

TITLE:

CONTRACT NO: NOR-116-R1-2022:

PROCUREMENT OF 220kV & 132kV MATERIAL/EQUIPMENT FOR VARIOUS 500kV & 220kV SUBSTATIONS UNDER GM AM (NORTH) AND GM AM (SOUTH)) UNDER NTDC'S OWN RESOURCES.

LOT-II: PROCUREMENT OF 220kV DISCONNECTORS.

> TENDER NUMBER NOR-116R1-2022.

BRIEF DESCRIPTION OF CONTRACT:

CONTRACT NO: NOR-116-R1-2022:

PROCUREMENT OF 220kV & 132kV MATERIAL/EQUIPMENT FOR VARIOUS 500kV & 220kV SUBSTATIONS UNDER GM AM (NORTH) AND GM AM (SOUTH)) UNDER NTDC'S OWN RESOURCES.

LOT-II: PROCUREMENT OF 220kV DISCONNECTORS.

- > TENDER VALUE CNY: 7,227,150 (C&F Karachi).
- > ENGINEER'S ESTIMATE: (For Civil Works only)
- > ESTIMATED COMPLETION PERIOD
  Agreement

  210 Days from the date of Signing of Contract
- ▶ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? \_\_\_\_\_ Yes/No
- > ADVERTISEMENT:
  - PPRA Website <u>Yes, dated: 17.03.2022 PPRA Ref. No. TS475705E</u> Yes/No (Federal Agencies) (If yes give date and PPRA's tender number)
  - ii. Newspaper Yes, National Newspapers (Pakistan Today & Daily Express) published on 17.03.2022 Yes/No (If yes give names of newspapers and dates)
- > TENDER OPENED ON (DATE AND TIME) (Technical + Financial) 11.05.2022 at 11:30 AM
- NATURE OF PURCHASE <u>International</u>, Local/International
- > EXTENSION IN DUE DATE (If any) Yes. Yes/No

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- NUMBER OF TENDER DOCUMENTS SOLD 13 Nos. for complete tender lots (Attach list of buyers) (List of Buyers is attached as Annex-A)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS

  Yes (Yes/No) (If yes enclose a copy) (Attached as Annex-B)
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS Yes\(\text{(Yes/No)}\) (If yes enclose a copy) (Attached as Annex-C)

>	WHIC	H 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	
		se specify if any other method of procurement was adopted with brief re	asons (i.e. Emergency

- > WHO IS THE APPROVING AUTHORITY BOD, NTDC
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING **Not Applicable**.
- NUMBER OF BIDS RECEIVED Seven (07) Nos. for all Lots.
- 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 <u>Seven (07) Nos for all</u> Lots.
- 1. NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Lot-II: M/s. Sieyuan Electric Co., Ltd., China, 1H-248 Falcon Complex Gulberg-III, Lahore.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1st
- > NEED ANALYSIS (Why procurement was necessary?) Procurement was made to ensure the smooth dispersal of Power.
- ➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) N/A
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS \_\_\_\_\_Yes/No
- > DATE OF CONTRACT SIGNING 20.03.2023 (Attach a copy of agreement) (Attach as Annex-D)
- > CONTRACT AWARD PRICE LOT-II: CNY:7,227,150 (C&F Karachi)
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes, Evaluation Results were floated on NTDC / PPRA websites (Yes/No) (Attach copy of the bid evaluation report) (Attach as Annex-E)
- > ANY COMPLAINTS RECEIVED No (Yes/No) (If yes result thereof)
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS No (Yes/No) (If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA No (Yes/No) (If yes give details)
- > SPECIAL CONDITIONS, IF ANY (Give brief description) Specifications- Special Provisions are attached as Annex-F.

[F.No.2/1/2008/PPRA -RA.III]9.10

## **SECTION-VI**

## SPECIFICATIONS - SPECIAL PROVISIONS

## SP-01 SCOPE OF SUPPLY

The scope of supply includes following Goods to meet:

- a. Existing requirement for identified constraints which includes 220kV NGPS, 220kV ISPR (Sangjani), 500kV Rawat, 500kV Sheikhpura, 500kV Multan, 500kV Nokhar, 220kV WAPDA Town, Lahore and 220kV Khuzdar Substations.
- b. Any other future Augmentation/Extension Works requirement which may arise

Lot-I: Procurement of 132kV Circuit Breakers

Sr. No.	Description	UOM	Qty
1	145kV, M-2 Type, 3-phase, 2000 A (110V DC), 40 kA 3 sec, SF6 Circuit Breakers with bushings having extended creepage distance along-with steel supporting structures, anchor bolts as per specifications P-193:10, P-19:83, P139:80, P82:81, P182:91	Set	10
2	Mandatory Spare parts		
i)	Single Pole 145kV, 2000A (110V DC), 40 kA 3 sec, SF6 Circuit Breaker with bushings having extended creepage distance complete excluding operating mechanism, base frame & steel supporting structure	No.	1
ii)	Closing Coils	No.	2
iii)	Trip coils	No.	4
iv)	SF6 gas in standard containers of 40kg	No.	2
v)	Complete set of control and shut off valves along-with seals	Set	1
vi)	Gas density monitors	No	1
vii)	SF6 Gas filling kit containing control valve for connection to gas container and 20m gas filed hose with connector	No.	1

#### Lot-II: Procurement of 220kV Disconnectors

Sr. No.	Description	UOM	Qty
1.	220kV Disconnectors (P-249:20)		
1.1	245kV, M-2 Type, 3150 A, 63kA I sec, 3-phase, power operated alternating current Bus Disconnector (220V DC) with bushings having extended creepage distance (without earthing switch) complete with steel supporting structures, anchor bolts and earthing platforms (as per NTDC/WAPDA specification P-249-20, P-19:83, P139:80, P82:81, P182:91, P135:80).	Set	45
1.2	245kV, M-2 Type, 3150 A, 63kA 1 sec, 3-phase, power operated alternating current Line Disconnector (220V	Set	5

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	DC) with bushings having extended creepage distance (with power operated earthing switch) complete with steel supporting structures, anchor bolts and earthing platforms (as per NTDC/WAPDA specification P-249-20, P-19:83, P139:80, P82:81, P182:91, P135:80).		
2 .	Mandatory Spare parts of 1.1 & 1.2		
i.	3-phase set of male and female contacts for Disconnectors.	Set	5
ii.	3-phase set of male and female contacts for Earthing Switch.	Set	1
iii.	Motor operated mechanism complete disconnector	Set	5
iv.	Pedestal insulators for disconnector.	Set	5
v.	Auxiliary switches for disconnector	Set	5
vi.	Auxiliary switches for Earthing Switch	Set	1
vii.	Motor of each type used	Nos.	5
viii.	Heater	Nos.	5
ix.	Limit switches	Set	5
Х.	Thermal Relay (thermo + humidity)	Nos.	5
xi.	Contactor and fuses of each type used	Set	5

Lot-III: Procurement of 132kV Disconnectors

Sr. No.	Description	UOM	Qty
1.	132kV Disconnectors (P-249:20)		
1.1	145kV, M-1 Type, 2000 A, 40kA 3 sec, 3-phase, power operated alternating current Bus Disconnector (110V DC) (parallel arrangement) with bushings having extended creepage distance (without earthing switch) complete with steel supporting structures, anchor bolts and earthing platforms (as per NTDC/WAPDA specification P-249:20, P-19:83, P139:80, P82:81, P182:91, P135:80).	Set	5
1.2	145kV, M-1 Type, 2000 A, 40kA 3 sec, 3-phase, power operated alternating current Bus Disconnector (110V DC) (serial arrangement) with bushings having extended creepage distance (without earthing switch) complete with steel supporting structures, anchor bolts and earthing platforms (as per NTDC/WAPDA specification P-249:20, P-19:83, P139:80, P82:81, P182:91, P135:80).	Set	15
2	Mandatory Spare parts of 1.1 & 1.2		
i.	3-phase set of male and female contacts for Disconnectors.	Set	2
ii.	Motor operated mechanism complete disconnector	Set	2
iii.	Pedestal insulators for disconnector.	Set	2
iv.	Auxiliary switches for disconnector	Set	2
ν.	Motor of each type used	Nos.	2 2
vi.	Heater	Nos.	
vii.	Limit switches	Set	2
viii.	Thermal Relay (thermo + humidity)	Nos.	2
ix.	Contactor and fuses of each type used	Set	2

Lot-IV: Procurement of 198kV and 120kV Surge Arresters

Sr. No.	Description	UOM	Qty
1	198 kV, 63kA 0.2 sec, Line Surge Arrestors with bushings having extended creepage distance complete with surge counters/ monitor, steel supporting structure and anchor bolts (as per WAPDA/NTDC specification P-181:12, P-19:83, P139:80, P82:81, P182:91).(Total height of Surge Arrestor + Steel Supporting Structure shall be 5.5 m)	No.	12
2	198 kV, 63kA 0.2 sec, Trafo. Surge Arrestors with bushings having extended creepage distance complete with surge counters/ monitor, steel supporting structure and anchor bolts (as per WAPDA/NTDC specification P-181:12, P-19:83, P139:80, P82:81, P182:91).(Total height of Surge Arrestor + Steel Supporting Structure shall be 8 m)	No.	24
3	120 kV, Trafo. Surge Arrestors with bushings having extended creepage distance complete with surge counters/ monitor, steel supporting structure and anchor bolts (as per WAPDA/NTDC specification P-181:12, P-19:83, P139:80, P82:81, P182:91).(Total height of Surge Arrestor + Steel Supporting Structure shall be 7 m)	No.	21
4	Mandatory Spare parts of 1~3		
i.	198 kV, Surge Arrestors with bushings having extended creepage distance complete with surge counter and w/o steel supporting structure	No.	2
ii.	120 kV, Surge Arrestors with bushings having extended creepage distance complete with surge counter and w/o steel supporting structure	No.	1

Lot-V: Procurement of 220kV Post Insulators

Sr. No.	Description	UOM	Qty
1	245 kV post insulator IEC type designation C10-1050 with bushings having extended creepage distance along with steel supporting structures and anchor bolts as per IEC-60273 amended to date and NTDC Specifications P-19:83, P139:80, P82:81, P182:91	No.	60
2	Mandatory Spare parts		
i.	245 kV post insulator IEC type designation C10-1050 with bushings having extended creepage distance without steel supporting structures	No.	2

#### SP-02 DRAWINGS

## SP-02.1 Drawings in Contract

## SP-02.1.1 Specification Drawings

The specification drawings contained in the Contract Documents show the Specifications and Scope of material to be supplied by the Supplier.

## SP-02.1.2 Supplier's Bid Drawings

The bid drawings are the drawings prepared by the Supplier for bidding purposes, and shall be part of his Bid.

The specification drawings and Supplier's bid drawings shall not be used for manufacturing of Goods unless specific instructions for such use are given by the Engineer.

## SP-02.1.3 Approved Drawings

The manufacturing shall be carried out in accordance with the approved drawings/data.

## SP-02.2 Drawings and Other Data to be furnished by the Supplier

All drawings shall be in English language and all dimensions shall be in Metric System. Symbols shall be in accordance with IEC standards. All drawings shall be clearly marked "National Transmission and Despatch Company (NTDC)-(specify item name) \_\_\_\_\_\_\_\_. All drawings/data submitted for approval shall conform to ISO paper sizes A3 or A4.

The Supplier shall submit detailed drawings/data for approval by the Engineer, in accordance with provisions of Contract, and the additional requirements specified in the respective Clauses hereof. The drawings/data shall be complete in all respects, shall have been reviewed and checked by the Supplier and shall be submitted in due time and in logical order to facilitate proper coordination.

## SP-02.2.1 Goods Drawings and Specific Goods Data

The Supplier shall submit the following drawings and Specific Goods Data within fifteen (15) days after issuance of Letter of Acceptance for approval of the Engineer, together with overall and handling weights and dimensions of the Goods to be provided under the Contract.

- (i) Detailed drawings and Specific Goods Data sheets for the Equipment in the respective Lots.
- (ii) Packing details & drawings.
- (iii) Test program indicating arrangement & details of all tests to be carried out and their tentative schedule.
- (iv) Any other information and drawing which may be required by the Engineer.

The time for approval of the Supplier's above mentioned submissions shall be fourteen (14) working days after its receipt thereof.

#### SP-02.2.2 Data other than Drawings

All applicable requirements of this Clause and mentioned elsewhere in this document with reference to drawings to be prepared by the Supplier shall apply equally to catalogues, cuts, illustrations, printed specifications, or other data submitted for approval.

## SP-02.3 Submission and Approvals

## SP-02.3.1 Drawings for Approval

Drawings for approval, shall be distributed through international couriers to addresses and in number as specified in Sub-Clause SP-02.3.6 hereof.

All drawings submitted for approval shall be provided with a blank white space, approximately 90 mm in height by 120 mm in width, near the lower right-hand corner to be used for notations by the Engineer.

## SP-02.3.2 Approval of Drawings/Data

- (1) All changes will be made and will be marked "APPROVED", "APPROVED EXCEPT AS NOTED" or "RETURNED FOR CORRECTION" on the relevant drawings/data. One print will be returned to the Supplier. The other shall be retained by the Engineer for his own use and for the use of Purchaser and shall serve as the Master Copy and shall prevail in case of any doubt or discrepancy subsequently arising.
- (2) If the drawing/data is returned to the Supplier stamped "APPROVED" he may immediately proceed with the manufacturing of Goods. Any drawing/data marked "APPROVED" by the Engineer shall be known as an "Approved Drawing".
- (3) If the drawing/data is returned to the Supplier stamped "APPROVED EXCEPT AS NOTED" he may proceed with the manufacturing of Goods taking into account the corrections and comments noted on the drawing/data. The Supplier shall revise the drawings/data as required and resubmit them in the same routine as before for record purposes.
- (4) If the drawing/data is returned to the Supplier stamped "RETURNED FOR CORRECTION" he shall not proceed with the manufacturing of Goods but shall make the changes and corrections or prepare new drawings/data and resubmit the revised drawing/data to the Engineer for approval at no change in price or Delivery & Completion Schedule. Resubmitted prints and calculations will be subject to the same routine as stated before. Time required for such revisions and re-submittals of drawings/data or calculations will not entitle the Supplier to any extension in Contractual Completion time.
- (5) If the Supplier does not agree with exceptions taken by the Engineer, the Supplier shall state in his letter of re-submittal his reasons for not complying with the Engineer's exceptions. Revision number and date and description of change shall be shown on all drawings or calculations revised.

## SP-02.3.3 Manufacturing Prior to Approval

Any manufacturing/fabrication of Goods done prior to the approval of drawings & data shall be at the Supplier's risk. The Engineer shall have the right to reject the said Goods if not conforming to required specifications and drawings or to request additional details and to require the Supplier to make any change(s) which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to Purchaser. The approval of the drawings & data by the Engineer shall not be construed as a complete check but will indicate only that the detailing is satisfactory. Approval by the Engineer of the Supplier's drawings & data shall not be held to relieve the Supplier of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the Supplier's drawings & data or for correct fit and use of assembled Goods furnished by the Supplier.

## SP-02.3.4 Sequence of Submission

The sequence of submission of all drawings shall be such that all information is available for checking each drawing when it is received.

## SP-02.3.5 Approved Drawings/Data and Revisions

All approved drawings/data shall form part of the Contract. If revisions are required after a drawing/data has been approved, the Supplier shall furnish for approval additional copies specified for the initial submission, prior to such revision(s).

## SP-02.3.6 Distribution of Drawings and Documents

The drawings and documents shall be submitted to the Engineer/Purchaser within the time given in the Contract or within such reasonable time as the Engineer may require, and in the number as specified hereunder:

	Engi	neer	Purchaser/	
Documents	Head Office	Site Office	Project Director	Total
Drawings for approval	3	-	1	4
Approved Drawings	2	2	1	5
Schedules, specifications and other documents/data	2	1	1	4
Record (As-Built) Drawings and Data	2	-	4	6
Reproducible transparency Record (As-Built) Drawings	1	-	1	2
Record (As-Built) Drawings on Computer compact diskette (CD/DVD) using AutoCAD software	1	-	1	2
Codes and standards	1	-	1	2
Manufacture progress information	2	1	2	5
Insurance Certificates	1	1	2	4

Receiving reports	1	1	2	4
Damage reports	1	1	2	4
Correspondence with Purchaser	1	1	1	3
Correspondence with Head office of	1	1	1	3
Engineer				

## SP-03 STANDARDS AND TYPICAL DESIGN

#### SP-03.1 General

The Specifications cite or imply International Standards and typical design for Goods. Other equivalent standards and typical designs are equally acceptable provided that they in no way detract from the quality, safety, operation ability of the Goods furnished. However, when standards or typical design other than those cited or implied are offered by a bidder, he shall set forth in his Contract the alternative standards proposed so that a direct comparison can be made before Contract Award. Each specific difference from the Specifications shall be clearly indicated by the bidder. If no alternatives are set forth by the bidder, it will be assumed that offered Goods will be in accordance with the International Standards and typical design as cited or implied in the Specifications.

Where the documents provide requirements for manufacturing by specifying a standard such as, for example, one of the international standard organizations which have its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries will be accepted provided the requirements thereof in the sole opinion of the Engineer are at least equal to the requirements of the standards specified. The bidder may propose an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required by the Engineer and shall submit written demonstration that his proposed standard is equivalent or superior to the one specified herein. The submission must be made in English language. Moreover, the bidder shall also supply copy of the latest revision of the standards used in his bid.

## SP-03.2 Applicable Standards and Codes

- (1) All Goods and design shall be generally in accordance with latest revision of the standards specified in the Technical Provisions except where specifically directed otherwise. If these Specifications conflict with any or all the standards stated in the Technical Provisions, these Specifications shall have precedence and shall govern.
- (2) In case deviation from the above standards is minor, approval of the Engineer may be given to use other national standards prevalent in the country of manufacture. No departure from the standards specified will be considered after the Contract has been awarded unless specific authorization is requested in writing from the Engineer.

## SP-04 PORT OF ENTRY AND DISEMBARKATION

The Supplier would have the option to use either Karachi Port or Port Muhammad Bin Qasim or both or any other seaport in Pakistan as the port(s) of entry and disembarkation, at his own risk and costs. For the purpose of clarification, the term "Wharf at the Port of Karachi" wherever used throughout this document shall mean:

- (a) Wharf at the Port of Karachi, and/or
- (b) Wharf at the Port of Muhammad Bin Qasim

#### SP-05 PACKING AND MARKING

## SP-05.1 Packing

- (1) Supplier shall prepare and pack all Goods for shipment/delivery 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 transportation and storage at Site. All Goods shall be packed so as to guarantee safe transportation of the Goods to the Site under any conditions and limitations which may be encountered. The manner of packing shall be such that it protects the Goods against breakages, damages and losses from the factory until its arrival at its final destination at the Site.
- (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.
- (3) Before any shipment/delivery is made, the Supplier shall get detailed drawings of the packing approved by the Engineer.

#### SP-05.2 Lifting

The method of lifting, type of equipment and type of slings, used for handling the wooden boxes are subject to approval by the Engineer.

#### SP-05.3 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.

#### SP-05.4 Marking

#### SP-05.4.1 Identification Marking

(1) All members, parts, units or components of the Goods shall be plainly dieindented 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 the number or letter is not obscured by other member, part, unit or component when in its assembled position. 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 Purchaser 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 colour coding that may reasonably be required by Purchaser 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.

## SP-05.4.2 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) NTDCL, 8 <sup>th</sup> Floor, Shaheen Complex, Egerton Road Lahore-Pakistan. Through Chief Engineer (Custom Clearance &
	Logistics) NTDC
	Karachi, Pakistan.
Destination	
Contract No.	
Name of Project	
Weight and Dimension	
Serial Number	
Inscription	"NTDC"

## SP-06 TRANSPORTATION OF GOODS

#### SP-06.1 General

The Supplier outside from the Purchaser's country shall transport the Goods from its place of manufacture or origin to the Purchaser's port and insurance thereof from its place of manufacturer up to storage site/ware house and shall be solely responsible for selection of routes and carriers, and expediting in order that all shipments are safely and expeditiously transported and arrived at Karachi Sea Port.

#### SP-06.2 Shipping

The shipment of all the consignments relating to Goods shall be arranged by the Supplier through vessels owned or chartered by the Pakistan National Shipping Corporation (PNSC). In case PNSC is not available to transport the Goods within the time period(s) specified in the Contract, the Supplier after obtaining Non-Availability Certificate (NAC) from PNSC may arrange for such transportation on other ocean carriers except those carrying Israeli Flag. For working out a proper schedule to match the completion of delivery, the Supplier will keep a continuous liaison with the Agent of the respective shipping line within the country of origin.

## SP-07 SHOP INSPECTION AND ORDERS FOR GOODS

#### SP-07.1 Inspection

Unless otherwise authorized by the Engineer no Goods shall be shipped from its point of original manufacture or final shop assembly before it has been inspected and approved by the Engineer.

#### SP-07.2 Goods Orders

The Supplier shall, if requested, provide the Engineer with unpriced copies of the Supplier's purchase orders for Goods 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 requested to ensure proper expediting and scheduling of the deliveries.

#### SP-07.3 Acceptance of Materials

The approval by the Engineer of any Goods prior to shipment shall in no way relieve the Supplier of any of his responsibilities for meeting all of the requirements of the Specifications and shall not prevent subsequent rejection if such Goods are later found to be defective or not conforming to the Specifications.

#### SP-08 SCHEDULE AND MEETINGS

#### SP-08.1 Schedule

- (1) The Supplier shall manufacture & supply the Goods in accordance with the dates/periods specified in Schedule C to Bid. The Supplier shall regularly review the Schedule and notify the Engineer promptly of any revisions which in his view may be required from time to time.
- (2) Each group of Goods shall be completely delivered. The Supplier shall keep the Engineer informed of the progress of the Contract and notify the Engineer approximately six (6) weeks in advance, in writing, as to when the Goods will be ready for inspection and for shipping and shall supply lists covering each consignment in sufficient detail to enable the Engineer to check the contents of the packages.
- (3) In preparing the Delivery and Completion Schedule, the Supplier shall fully take into account the requirements (and possibilities) for ocean (or air) freight. Progress of all shipments shall be continuously monitored and the Supplier shall provide staff or agents to expedite all shipments to ensure compliance with the approved Delivery Schedule.

#### SP-08.2 Meetings

- (1) Soon after the date of Award of Contract, the Engineer will, with the approval of Purchaser require a meeting with Purchaser and the Supplier at a place mutually agreed upon, to discuss scheduling of drawings& data, manufacture, testing & inspection, scheduled sequences of delivery and other similar problems which may be pertinent to the completion of the Project.
- (2) From time to time during the execution of the Contract, the Engineer may call meetings as deemed necessary for the purpose of progress monitoring and proper execution of the Contract.
- (3) As required by the Engineer, responsible representatives of the Supplier shall attend such meetings.
- (4) All expenses incurred by the Supplier for attending such meetings shall be borne by the Supplier and shall not be reimbursable.

#### SP-09 COMMUNICATIONS WITH THE ENGINEER

Pursuant to the definition of Engineer, Sub-Clause 1.1(q) of the Particular Conditions of Contract, the Engineer has established a Project Office at Lahore to which the Supplier shall address all communications for the approval of drawings and other submittals etc., as follows:

Engineer,

Chief Engineer (Substation Design) NTDC, 143-Wapda House, Shahrah-e-Quaid-e-Azam, Lahore Tel: 0092-42-99202190 Fax: 0092-42-99202502

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

1. Name of Procuring Agency

2. Method of Procurement

National Transmission and Despatch Co. Ltd (NTDC)

International Competitive Bidding (ICB) Single Stage Single

Envelope (SSSE)

3. Title of Procurement

Procurement of 220kV & 132kV Material / Equipment for Various 500kV & 220kV Substations Under GM AM (North) and

GM AM (South) NTDC Under NTDC'S Own Resources.

NOR-116-R1-2022.

Tender Inquiry No.

5. PPRA Ref No.

6. Date & Time of Bid Closing

7. Date & Time of Bid Opening (Technical + Financial)

8. No of Bids Received

TS475705E

11.05.2022 at 11:00 A.M.

11.05.2022 at 11:30 A.M.

Lot #	I	II	III	IV	V
No. of Bids	01	01	02	03	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 132kV Circuit Breakers.

Name of the	Mar	·ks	Quoted Bid	Evaluated/Corrected Discounted Bid Price	Remarks
Name of the Bidders	Technical (If Applicable)	Financial (If Applicable)	Prices (CIF Karachi)	(CIF Karachi)	
M/s. Sieyuan Electric Co., Ltd., China	NIL	NIL	CNY: 939,580	CNY: 939,580	Responsive
Lowest Eva	luated Respons	ive Bidder		led to M/s. Sieyuan Electric ward Price: CNY: 939,580/	

## LOT-II: Procurement of 220kV Disconnectors.

Name of the Bidders	Marks		Quoted Bid	Evaluated/Corrected Discounted Bid Price	Remarks
	Technical (If Applicable)	Financial (If Applicable)	Prices (CIF Karachi)	(CIF Karachi)	
M/s. Sieyuan Electric Co., Ltd., China	NIL	NIL	CNY: 7,256,000	CNY: 7,256,000	Responsive
Lowest Evaluated Responsive Bidder				led to M/s. Sieyuan Electric vard Price: CNY: 7,256,000	

# LOT-III: Procurement of 132kV Disconnectors.

	Marks		-	Evaluated /		
Name of the Bidders	Technical (If Applicable)	Financial (If Applicable)	Quoted Bid Price	Corrected/ Discounted Bid Price Including Landed Cost & Domestic Preference (PKR)	Remarks	
M/s. EMCO Industries Limited Lahore.	NIL	NIL	USD: 83,160 + PKR: 19,353,400 (EXW Including inland transportation)	33,431,874.835	Responsive	
M/s. Sieyuan Electric Co., Ltd., China	NIL	NIL	CNY: 867,340 (CIF Karachi)	38,041,006.65	Responsive but Higher in Price.	
Lowest Eval	uated Respo	nsive Bidder	Contract Awarded Award Price:	to M/s. EMCO Industries Li USD 83,160/- + PKR 19,35:	mited Lahore 3,400/-	

# LOT-IV: Procurement of 198kV, 120kVSurge Arresters.

Name of the Bidders	Marks			<b>Evaluated Bid</b>	
	Technical (If Applicable)	Financial (If Applicable)	Quoted Bid Price (CIF Karachi)	Price (CIF Karachi)	Remarks
M/s. XIAN Electric Engineering Co., China	NIL	NIL	USD: 105,400	USD: 105,400	Responsive
M/s. Jinguan Electric Co., Ltd., China	NIL	NIL	Non-Responsive: Reasons of Non-Responsiveness are as under: The bidder did not submit compliant Power of Attorney alowith the bid nor during post-bid clarifications as requiaccording to Clause IB.11.1 (xv) Section-II of the bidd document.  Hence on the basis of non-submission of required document and non-compliance with the tender clause, the bidder M/s. Jinguan Electric Co., China has been considered as n responsive.		r of Attorney along ations as required -II of the bidding required documentse, the bidder i.e

			Non-Responsive: Reasons of Non-Responsiveness are as under:
M/s. Tridelta Meidensha GmbH Germany	NIL	NIL	As per Clause 19 Section-II of bidding document bid security should be submitted in the name of bidder which is M/s. Tridelta GmbH, Germany while they have submitted in the name of local representative i.e., M/s. Associated Commercial Agencies (Pvt.,) Ltd., Lahore. It is against clause 19 Section-II of bidding document.  The bidder failed to comply the tender requirement. Hence, as per Clause 19 Section-II of bidding document, the bid of M/s. Tridelta Meidensha GmbH, Germany is declared non
			responsive.  Contract Awarded to M/s. Xian Electric Engineering Co.,
Lowest Evaluated Responsive Bidder		isive Bidder	China
			Award Price: USD: 105,400/-

#### LOT-V: 220kV Post Insulators.

Approved for re-tendering

Evaluation results already published on 27.12.2022.

11. Lowest Evaluated Responsive Bidder

Lot-I	M/s. Sieyuan Electric Co., Ltd., China
Lot-II	M/s. Sieyuan Electric Co., Ltd., China
Lot-III	M/s. EMCO Industries Limited Lahore
Lot-IV	M/s. Xian Electric Engineering Co., China
Lot-V	Approved for Re-tendering

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

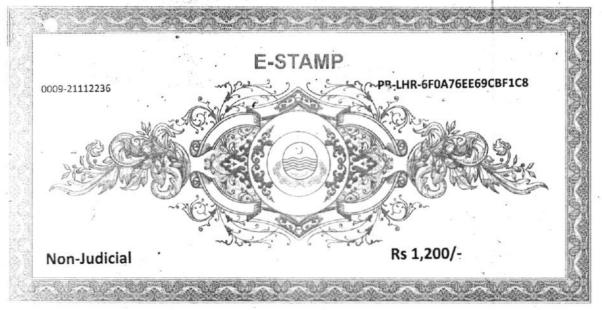
NIL

Signature:	

Official Stamp:

CHIEF ENGINEER (MP&M), NTDC.

Note: The above evaluation results are based on detailed Bid Evaluation Report (BER) and correct to best of our knowledge, however, in case of any discrepancy, the content of original BER shall prevail.



Description

: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)

First Party

: Sieyuan Electric Company Ltd [32000-0000000-0]

Second Party

: National Transmission and Despatch Company [35208-0000000-0]

Agent

: Hafiz Usman Balg [35202-0571581-1]

Stamp Duty Paid by

: Sieyuan Electric Company Ltd [32000-0000000-0]

Issue Date

: 13-Mar-2023, 01:04:40 PM

Paid Through Challan

: 202375FED99D040E

Amount in Words

: One Thousand Two Hundred Rupees Only

CONTRACT AGREEMENT

MAR 2023 2023, between Chief Engineer (MP&M) of National Transmission and day of \_ Despatch Company Ltd., Lahore, Pakistan (hereinafter "the Purchaser") of the one part, and M/s. Sleyuan Electric Co., Ltd., China. (hereinafter called "the Supplier"), of the other part:

WHEREAS the purchaser invited Bids for certain Goods viz., Contract No. NOR-116-R1-2022: Procurement of 220kV & 132kV Material / Equipment for various 500kV & 220kVSubstations Under GM AM (North) and GM AM (South) Under NTDC's Own Resources: Lot-II: Procurement of 220kV Disconnectors and has accepted a Bid by the Supplier for the supply of those Goods in the sum of CNY: 7,227,150 (C&F Karachi) In Words: CNY: Seven Million Two Hundred Twenty-Seven Thousand One Hundred Fifty Only. (Hereinafter called "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 Conditions of Contract hereinafter referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - The Purchaser's Notification of Award of Contract to the Supplier Letter of Acceptance No. CE/MP&M/MP/DM-I/NOR-116-R1-2022/19821-34 Dated: 30.01.2023. (a)

The completed Form of Bid; The Priced Schedules of Prices submitted by the Supplier; (c)

The Particular Conditions of Contract, Part-II; (d)

- The General Conditions of Contract, Part-1; The completed Schedules to Bid (other than Schedules of Prices); (e)
- Specifications: Technical Provisions;
- Specifications: Special Provisions; (h)
- Specifications: Drawings; and
- Any other item

2

This Agreement 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.

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.





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, WHEREOF the parties hereto have caused this Agreement to be executed in two (02) identical counterparts each of which shall be deemed as the original, in accordance with the laws of Islamic Republic of Pakistan, on the day, month and year indicated above.

Signature of the Contractor

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Seal)

Signature of the Employer

(Seal)

Witness

(Name, Title and Seal)

M. Zahid iqbal

Manager (Procurement) MP&M Ore C E (MCAM) RTCC, Labore, 24.1 Add the following new Para (e) at the end of Sub-Clause:

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

#### E. BID OPENING AND EVALUATION

#### IB.27 Bid Opening

Sub-Clause IB.27.1 and 27.2 is substituted by the following:

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

Time: \_\_\_\_\_(Refer Invitation for Bids published in newspapers/available at site)

Date: \_\_\_\_\_(Refer Invitation for Bids published in newspapers/available at site)

Committee Room,8<sup>th</sup> Floor Shaheen Complex, Egerton Road, Lahore

- 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.
- Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. 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.
- Next, outer envelopes marked "MODIFICATION" shall be opened. No Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Bids.

#### IB.28 Process to be Confidential

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

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 any employees, directors, officers, agents or representatives of any of them during any part of the Competitive Bidding Process, except as expressly directed or permitted by the 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 any Bid 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 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 Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) meets the qualification criteria delineated at Sub-Clause IB.3A hereof; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.

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

31.3 Following Sub Clause is added after Sub Clause 31.2

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.

## IB.32 Evaluation and Comparison of Bids

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

34.1 Add the words "for the respective Lot(s)" after the words "evaluated Bid Price" in 3rd line of this Sub-Clause.

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

"Provided further in case a Bidder is determined to be the lowest evaluated substantially

award the Contract to the Bidder whose Bid is held the lowest evaluated substantially responsive Bid for the respective Lot(s).

Bids for partial scope of supply shall be liable to rejection.

 Goods supplied under this contract will be transported by the Purchaser (NTDC) from Port of Entry, Karachi to NTDC designated warehouse/site at its own cost for the goods supplied from outside purchaser's country.

 Goods supplied under this contract will be transported by the Contractor from Ex-Works Pakistan to NTDC designated warehouse/site for the goods supplied from

within purchaser's country.

- 1.3 Replace the words "Appendix-A to Bid" with "Appendix-A to Bidding Data".
- 1.7 The Bidding is open on International Competitive Bidding (ICB) through Single Stage One Envelope (1S1E) procedure.

#### 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 any agency i.e. NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies, etc at the time of submission of bids. The Bidder/manufacturer should provide details of black listing, if any. An affidavit is to be provided by the Bidder/manufacturer that the Bidder/manufacturer is not black listed by any agency i.e. NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids.
  - e) The bidders shall submit an unconditional "Comfort Letter" along with their bids as per Appendix-A1 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 no 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 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:

## 1. Contract Experience

The Bidder must have successfully completed supply contract(s) regarding substation 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-wise:

Lot No.	Description	Contract Value (USD)
I	Procurement of 132kV Circuit Breakers	129,480
II	Procurement of 220kV Disconnectors	1,059,476
Ш	Procurement of 132kV Disconnectors	122,769
IV	Procurement of 198kV & 120kV Surge Arresters	130,742
V	Procurement of 220kV Post Insulators	61,159

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% quantity 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.

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).

## 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 certificates must indicate the name of the end user/client along with its contact address, phone numbers, fax numbers, web-site and e-mail 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, the 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 the purchaser (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)/Goods Receipt Note (GRN).

## 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).

#### 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 and bidder shall be declared 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 the amounts quoted below: (Information to be submitted in Appendix-I to Bidding Data):

Minimum Required Average Annual Turnover (USD)				
Lot No.	Description	AAT (USD)		
I	Procurement of 132kV Circuit Breakers	103,584		
II	Procurement of 220kV Disconnectors	847,580		
III	Procurement of 132kV Disconnectors	98,216		
IV	Procurement of 198kV & 120kV Surge Arresters	104,593		
V	Procurement of 220kV Post Insulators	48,927		

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	Procurement of 132kV Circuit Breakers	103,584
II	Procurement of 220kV Disconnectors	847,580
III	Procurement of 132kV Disconnectors	98,216
IV	Procurement of 198kV & 120kV Surge Arresters	104,593
V	Procurement of 220kV Post Insulators	48,927

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.

If 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 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.)

## 6. Litigation History

Bidders are requested to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last five (05) 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 minimum pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.

The above stated requirements are a 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.

## **IB.4** Following text in the Sub-Clause IB 4.1 is added:

Two or more firms partially or wholly owned or directed by common individuals, regardless of the extent of their share 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 joint venture to bid as one venture.

## B. BIDDING DOCUMENTS

## IB.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 IB.9.

VOLUME-I (1 Book)

Sr.#	Name of Purchaser NOR-116-R1-2022
1.	M/s. Shandong Taikai Disconnector Co. Ltd. China
	M/ Alice Forest Laboration
	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
2.	M/s. Shandong Taikai High Voltage Switchgear Co. Ltd. China
	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 agecl shafi@hotmail.com
3.	M/s. Jinguan Electric Co. Ltd. China Through:
	M/s. Trace Engineering Company Lahore
	Suit No. 9-10, 1st Floor Rehman Plaza 4-Queens Road, Lahore
	Tel: 042-36298312, Fax: 042-36298313, Cell: 0300-4966164
	Email: traceenggcopk@gmail.com
4.	M/s. Sieyuan Electric Co. Ltd. China
	1H-248, Gulberg III, Falcon Complex Lahore
	Cell: 0313-7698888
	Email zxg.11584@sieyuan.com
5.	M/s. PPC Insulators Austria Through:
	M/s. Associated Commercial Agencies Pvt. Ltd. Lahore
	24/25 Patiala Ground, Link McLeod Road, Lahore
	Tel: 042-37235741-43, Fax: 042-37235712
	Email: acalhr@aca-pk.com
6.	M/s. Tridelta Meidensha GmbH Germany Through:
	M/s. Associated Commercial Agencies Pvt. Ltd. Lahore
	24/25 Patiala Ground, Link McLeod Road, Lahore
	Tel: 042-37235741-43, Fax: 042-37235712
	Email: acalhr@aca-pk.com
7.	M/s. Emco Industries Limited Lahore
	4 <sup>th</sup> Floor, National Tower, 28-Egerton Road, Lahore
	Tel: 042-36368119, Fax: 042-37168922
	Email: insulator@emco.com.pk
8.	M/s. Xian Electric Engineering Co. China Through:
	M/s. Rabaf Engineers Lahore
	65-Commercial Area, 1st Floor, Cavalry Ground Ext. Lahore Cantt.
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