

Annexure – I

**PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)**

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works,
Services and Goods worth Fifty Million Rupees or More

- NAME OF THE ORGANIZATION / DEPTT **National Transmission & Despatch Company Limited (NTDCL)**
- FEDERAL / PROVINCIAL GOVT **Federal**
- TITLE OF CONTRACT **TLM-19-2023: Procurement of Transmission Line Tower Material for 220kV D/C T/Line on T/B Rail Conductor from 500kV Nowshera to 220kV Swabi (62km approx.)**
- TENDER NUMBER **TLM-19-2023**
- BRIEF DESCRIPTION OF CONTRACT **Procurement of Transmission Line Tower Material for 220kV D/C T/Line on T/B Rail Conductor from 500kV Nowshera to 220kV Swabi (62km approx.)**
- TENDER VALUE: **PKR 374,799,522/-**
- ENGINEER'S ESTIMATE: **N/A** (For civil works only)
- ESTIMATED COMPLETION PERIOD **150 days from the Commencement Date.**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? ____ Yes/No
- ADVERTISEMENT:
- i. PPRA Website **Yes, Dated: 29-10-2023, PPRA Ref. No. TS524251E** Yes/No
(Federal Agencies) (If yes give date and PPRA's tender number)
- ii. Newspaper **Yes, National Newspapers (Daily Sada-e-Pakistan, Daily Asas & The Nation) dated: 29-10-2023** Yes/No (If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE AND TIME) **01-12-2023 at 11:30 AM**
- NATURE OF PURCHASE ____ **Local** ____ Local/International
- EXTENSION IN DUE DATE (If any) ____ **Yes** ____ Yes/No
- NUMBER OF TENDER DOCUMENTS SOLD **05 Nos.** (Attach list of buyers) **Name of Firms are:**
- M/s. Spleen Manufacturing (Pvt.) Ltd., Lahore.
 - M/s. Associated Technologies (Pvt.) Ltd., Lahore.
 - M/s. Telephone Industries of Pakistan TIP Haripur.

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- M/s. Alamdar Engineering (Pvt.) Ltd., Lahore.
- M/s. Specialists Group Inc. Limited.

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

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

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

a. SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

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b. SINGLE STAGE – TWO ENVELOPE PROCEDURE _____

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c. TWO STAGE BIDDING PROCEDURE _____

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d. TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

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

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

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

➤ NUMBER OF BIDS RECEIVED Three (03) Nos.

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes. (Yes/No)

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes

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**PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)**

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works,
Services and Goods worth Fifty Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Three (03) Nos.
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/s. Associated Technologies (Pvt.) Ltd., 21-L, Model Town, Extension, 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)
To address the bidder's queries.
- 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 17-05-2024 (Attach a copy of agreement) (Attach as Annex-C)
- CONTRACT AWARD PRICE: PKR 374,799,522/-
- 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-D)
- ANY COMPLAINTS RECEIVED N/A (Yes/No) (If yes result thereof)
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS No (Yes/No) (If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA No (Yes/No) (If yes give details)
- SPECIAL CONDITIONS, IF ANY (Give brief description) Particular Conditions of Bidding Document are attached as Annex-E.

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



27.	12.4	Not Applicable
28.	13.3 (b) (i)	<p>Add the following Sub-clause in replacement of 13.3 (b)</p> <p>The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows:</p> <p>To be qualified for award, the Bidder shall meet the experience, capability and adequacy of resources as per criteria delineated herein below:</p> <ul style="list-style-type: none"> • Contract/Performance Requirements Experience • The Bidder must have successfully completed supply contract(s) regarding substation/Transmission Line material within the last ten (10) years. The Bidder shall submit with the bid evidence in this regard including interalia 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) along with Form-14E. <p>In case of JV, all JV partners shall combinely meet the said required experience.</p> <ul style="list-style-type: none"> • The bidder shall have one (1) year of Operational Experience or accomplished period of 15 months after delivery of the similar (or higher rating) equipment/ material in case of NTDC/DISCOs network whichever is less. <p style="text-align: center;">(OR)</p> <ul style="list-style-type: none"> • Three (3) years of operational experience for other networks. In this case the bidder will have to furnish one operational certificate issued by the end user in favor of the manufacturer from outside its country • 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 Form 14F.

		<p>Note:</p> <ul style="list-style-type: none"> For 220kV Towers material, 03 years operational experience of 132kV Towers in NTDC/DISCO network shall be acceptable. Similarly, for 500kV Towers material, 03 years operational experience of 220kV Towers in NTDC/KE network shall be acceptable in respect of aforementioned requirements. In case of dampers/hardware material for 500kV Transmission Line, manufacturing experience of damper/hardware material for 380kV or higher voltage bundled transmission line shall be acceptable. In case of disc insulators, ball & socket and tongue & clevis configuration shall be considered similar. <p>• Supply Capacity</p> <p>The manufacturer shall provide the following information with the Bid to establish its capacity/capability to execute the order.</p> <ol style="list-style-type: none"> Manufacturing Capacity Orders in hand Expected orders in pipe line Implementation schedule of the orders in hand <p>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).</p> <p>• Type Testing</p> <p>The Goods offered by the Bidder shall be type tested in accordance with Section-V of this Bidding Documents. In case of non-submission of type test reports with the Bid or not meeting the requirements given in clause 3.1,3.2 & 3.3 of Section-V, Part-B: "Technical Specifications" of the Bidding Documents the Bid shall be rejected by the Procuring Agency and bidder shall be declared as non-responsive.</p> <p>Note: This provision/requirement is required to be fulfilled by all manufacturers including local JV partners or local subsidiaries of international manufactures.</p>
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		<ul style="list-style-type: none"> • Financial Criteria <p>The Procuring Agency (PA) will take into account the following criteria to verify the financial qualification of the Bidder.</p> <ul style="list-style-type: none"> • The audited Financial “Standalone” Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last five (05) years shall <p>be submitted by the Bidder. The Bidder’s Financial Statements for the last one year 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 Form 14H). In case of JV, each JV partner shall meet the aforementioned criteria.</p> <ul style="list-style-type: none"> • The Bidder’s Income & Expenditure / Profit and Loss Accounts should show minimum average annual turnover for the best three years out of last five years not less than the USD PKR 152.95 Million. (Information to be submitted in Form 14I. The audited statements for the last five years shall be appended with the bid.) <p>In case of JV, all the JV partners shall combined/collectively meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.</p> <ul style="list-style-type: none"> • 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 equaling amount PKR 152.95 Million for evaluation purpose. (Information to be submitted in Form 14J & 14K). <p>In case of JV, all the JV partners shall combined/collectively meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.</p> <p>Note:</p>
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		<ul style="list-style-type: none"> • A new local subsidiary of an international manufacturer (Registered/pre-qualified as per NTDC's SOP for placement of Educational Orders) can meet the Contract experience, operational experience and financial requirements on the basis of his parent Company's experience, bank statements, resources etc. subject to provision of an undertaking for support in execution of the order from parent Company. The parent company will further undertake that it will be responsible for execution of order in case of default of the local subsidiary. • No credit line shall be acceptable after date of bid opening. Any withdrawal of the credit lines (if submitted) from the bidder's creditors during validity period will be considered a withdrawal of bid. (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 on the date of the opening of Bids.) • Litigation History <p>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 Procuring Agency (PA) 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 regard should be submitted in the prescribed format given in Form 14L.</p> <p>The Bidder is required to include with its Bid, documentation from the manufacturer of the goods, that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid.</p>
		<p>The Qualification of the Bidders will be based on meeting the pass/fail criteria as demonstrated by the Bidders' responses in the respective Forms.</p> <p>The above stated requirements are the minimum and the Procuring Agency reserves the right to request for any</p>

		<p>a) For foreign firm/bidder, board resolution and power of attorney (duly attested by Consulate General of Pakistan/Pakistan Embassy) are required.</p> <p>b) For local firm, board resolution and/or power of attorney provided on stamp paper worth Rs. 1000 or as per governing law, whichever is higher, are required.</p> <p>c) In case of non-submission or non-compliance of a valid power of Attorney, post bid clarification can be sought to submit same within fourteen (14) calendar days of receiving of such request and its failure may lead to rejection of the bid.</p>
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D. Submission of Bids

47.	22.2 (a)	<p>Bid shall be submitted at the address below;</p> <p>Street address: Egerton Road Building/Plot No. Office Of Chief Engineer (MP&M), Shaheen Complex Floor/Room No.: 8th Floor City/Town: Lahore</p>
48.	22.2 (b)	<p>Project name: Procurement of Tower Material for 220kV D/C T/Line on T/B Rail Conductor from 500kV Nowshera to 220kV Swabi (62 km Approx.) ITB title and No: TLM-19-2023 Time and date for submission: 11:00 am & -----,2023</p>
49.	22.4 (b)	<p>Replace 22.4 (b) with the following:</p> <p>Bear the name and identification number of the contract as defined in the Bidding Data and the outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 23.1. The envelopes containing the Price Bid shall bear a warning not to open until advised by the Procuring Agency in accordance with ITB 26.6.</p>
50.	23.1	<p>The deadline for Bid submission is</p> <p>a) Day: _____ b) Date: _____,2023 c) Time: 11:00 am</p>

E. Opening and Evaluation of Bids

51.	26.1	The Bid opening shall take place at:
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		<p>Street address: Egerton Road Building/Plot No.: Shaheen Complex Floor/Room No: 8th Floor City/Town: Lahore Country: Pakistan a) Day: _____ b) Date: _____, 2023 c) Time: 11:30 am</p>
52.	27.4	<p>Add the following sub-clause after 27.3</p> <p>Bidders and their respective agents, manufacturers/suppliers, representatives and anyone else on behalf of the Bidder will not unsolicited communicate or attempt to communicate directly or indirectly with the Procuring Agency including its employees, directors, officers or representatives during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Procuring Agency.</p> <p>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, Procuring Agency may at any time reject the Bid submitted by that Bidder without further consideration.</p> <p>Further, Anonymous Communications will invariably be destroyed by their recipient and no action of any kind will be taken on them, nor any notice be taken of their contents.</p>
53..	28.5	<p>Add the following sub-clause after 28.4</p> <p>If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
54.	31.1	<p>Add the following after 31.1 (d)</p> <p>(e) If there is discrepancy between the quantities of item mentioned in the Bidding Document and quoted by the Supplier/Contractor in his bid, the quantity mentioned in the Bidding/Tender Document shall prevail and total price shall be corrected accordingly.</p>
55.	32.2	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: PKR</p>

		<p>The source of exchange rate shall be: TT&OD Selling rate issued by National Bank of Pakistan</p> <p>The date of exchange rate shall be: Date of bid opening.</p>
56.	33.5	<p>The clause may be deleted and replaced as under:</p> <p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with BDS Clause-35, take account of one or more of the following factors and quantified hereunder:</p> <p>Following evaluation methods for price adjustments will be followed:</p> <ul style="list-style-type: none"> i. Price Adjustment for Technical Compliance ii. Price Adjustment for Commercial Compliance. iii. Price Adjustment for Deviation in Terms of Payment. iv. Price Adjustment for deviation in delivery schedule. <p>(i) Price Adjustment for Technical Compliance</p> <p>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.</p> <p>(ii) Price Adjustment for Commercial Compliance</p> <p>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.</p> <p>(iii) Price Adjustment for Deviation in Terms of Payment</p> <p>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 Procuring Agency, mark-up</p>

		<p>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:</p> <ul style="list-style-type: none"> - for foreign currency component: 8% per annum - for local currency component: KIBOR + 4.5% per annum <p>And shall be added to the Corrected Total Bid Price for comparison purposes only.</p> <p>(iv) Price adjustment for deviation in delivery schedule</p> <p>For Bids indicating delivery before specified days set out in Form-4 of Section-VI: Standard Forms, no credit will be given in this evaluation.</p> <p>Bids indicating delivery later than specified days set out in Form-4 of Section-VI: Standard Forms 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 Form-4 of Section-VI: Standard Forms shall not be considered and rejected as non-responsive.</p>
57.	33.6	<p>In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is Cross Discount.</p>
58.	34.1	<p>In the comparison of evaluated Bids, Goods manufactured/produced in Pakistan shall be granted a margin of preference in accordance with the following procedure:</p> <ol style="list-style-type: none"> 1. Price preference for the Goods manufactured/produced in Pakistan shall be allowed as under: - <ul style="list-style-type: none"> (a) Having minimum of twenty percent (20%) value addition through indigenous manufacturing, price preference shall be fifteen percent (15%); (b) Having over twenty percent (20%) and up to thirty percent (30%) value addition through indigenous manufacturing, price preference shall be twenty percent (20%); and

		<p>(c) Having over thirty percent (30%) value addition through indigenous manufacturing, price preference shall be twenty-five percent (25%).</p> <p>Bidders applying for the preference shall provide all evidence in Form-14Q to Bidding Data necessary to prove that the Goods offered by them are manufactured in Pakistan and the manufacturing cost of such Goods includes a value addition through indigenous manufacturing in accordance to the percentage as mentioned above of the Ex-Works Bid price of the Goods. The bidder shall also present the certificate issued by Engineering Development Board (EDB) in this respect.</p> <p>2. For the purpose of granting of margin of domestic preference, all responsive Bids will first be classified into following three categories: -</p> <p>CATEGORY-I: Bids offering Goods manufactured in Pakistan which meet minimum of twenty percent (20%) value addition through indigenous manufacturing;</p> <p>CATEGORY-II: Bids offering Goods manufactured in Pakistan with value addition through indigenous manufacturing less than 20%; and</p> <p>CATEGORY-III: Bids offering imported Goods.</p> <p>The Procuring Agency will review each Bid to confirm the appropriateness of, or to modify as necessary, the category to which the Bid was assigned by the Bidder in preparing it.</p> <p>3. The lowest evaluated Bid of each category will then be determined by comparing all evaluated Bids in each Category among themselves without taking into account custom duties& other import charges, sales tax and local body charges levied in connection with the sale or delivery, pursuant to the Bids, of the Goods.</p>
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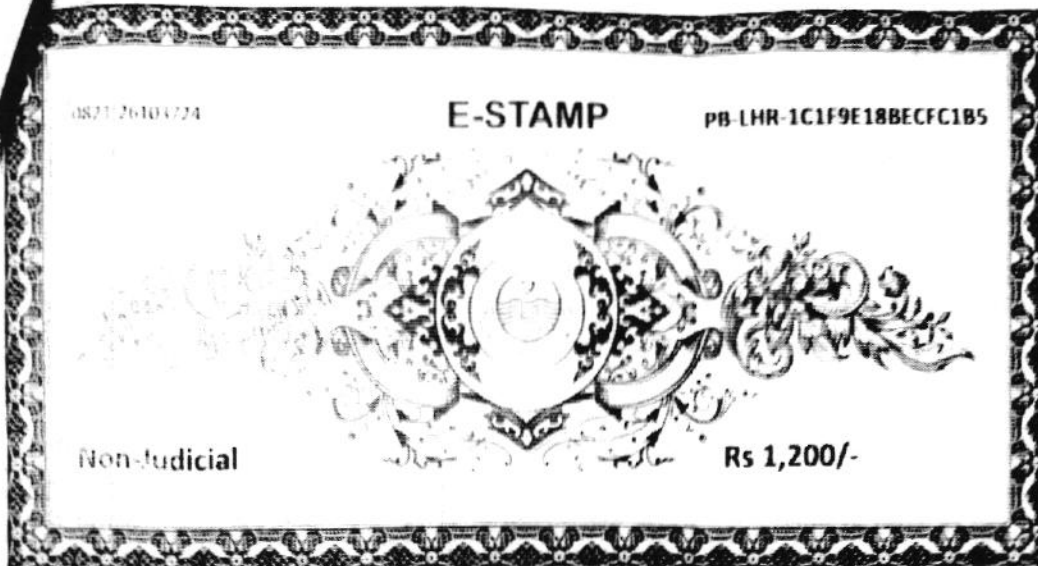
		<p>4. Such lowest evaluated Bids shall next be compared with each other. For this purpose, landed cost of the lowest evaluated Bids from each Category will be computed as per attached Annex-1 to Bidding Data using the Telegraphic Transfer and On Demand (TT&OD) composite exchange rates (selling) published by National Bank of Pakistan prevailing on the date of the opening of Bids. The comparison of Bids shall then be made with respect to the landed cost of the Goods. If as a result of this comparison, a Bid from Category-I or Category-II is found to be the lowest, it will be selected for the award of Contract.</p> <p>5. If, however, as result of the comparison, under paragraph (4) above the lowest evaluated Bid is found to be from Category-III, its landed cost will be further compared with the landed cost of lowest evaluated Bid from Category-I by applying applicable price preference. For the purpose of this further comparison only, a downward price adjustment will be made to the lowest evaluated Bid price of Category-I by reducing its landed cost by applicable price preference i.e. 15%, 20% & 25% of the landed cost of the lowest evaluated Bid from Category-III in Equivalent Pak Rupees. However, such price preference will be allowed provided that:</p> <p>a) Saving in foreign exchange is not less than amount of applicable price preference. This will be worked out as difference of foreign component of Bid Price of lowest evaluated Bid from Category III and foreign component of Bid Price of lowest evaluated Bid from Category I as per the total import requirements stated in Para b) here below.</p> <p>b) The total import requirements for locally manufacturing the Goods for which price preference had been applied, have been duly substantiated by the Bidder.</p> <p>If after such comparison, the Category-I Bid is determined to be the lowest, it will be selected for the award of Contract, if not, lowest evaluated Bid from Category-III will be selected for award.</p> <p>6. The above procedure for margin of preference including computation of Landed Cost is subject to change as per</p>
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		policy of the Federal Government as applicable on the date of Bid opening.
59.	35.1	Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
60.	35.2	Not Applicable
F. Award of Contract		
61.	40.1	Percentage of increase or decrease in the quantity of Goods shall not exceed 15%. This increase or decrease in quantity is different than Repeat Order which can be placed after award of contract.
62.	43.1	The Performance Security (or guarantee) shall be 10 percent of the Contract Price.
63.	43.2	Delete 43.2 (b), (c), (d) and replace it with the following: The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan. For avoidance of doubt, the Bank Guarantee issued by a foreign bank, without counter guarantee from a Scheduled Bank in Pakistan shall not be considered as an acceptable Bank Guarantee. The cost of complying with the requirements of this Sub-Clause shall be borne by the Supplier.
64.	44.1	The Advance Payment if essential shall be limited. (Not Applicable)
65.	44.2	Maximum amount of Advance payment shall be; (Not Applicable)
66.	44.3	Add the following sub-clause after Clause-44.2 The Advance Payment Guarantee shall be progressively reduced by the amount paid by the Supplier as indicated in

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Annex-C



Contract No.
Issue Date
Amount

CONTRACT 27AG(0)
Associated Technologies Pvt Ltd [10000 000000 0]
National Transmission and Dispatch Co Ltd NTDC [10000 000000 0]
Sheet {J5201 446062 3}
Associated Technologies Pvt Ltd [10000 000000 0]
07 May 2024, 12:40:02 PM
20240501E63536BC
One Thousand Two Hundred Rupees Only

Please Write Below This Line

CONTRACT AGREEMENT

THIS AGREEMENT made on the 17th day of May, 2024, between **Chief Engineer (MP&M) of National Transmission & Despatch Co. Lahore, Pakistan** (hereinafter "the Purchaser"), of the one part, and **M/s. Associated Technologies (Pvt.) Ltd., Lahore** (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz., **Procurement of Transmission Line Tower Material for 220kV T/line on T/B Rail Conductor from 500kV Nowshera to 220kV Swabi (62km Approx.) against Tender No. TLM-19-2023 under NTDC's Own Resources** and has accepted a Bid by the Supplier for the supply of those Goods in the sum of **PKR 374,799,522 (PKR Three Hundred and Seventy Four Million, Seven Hundred and Ninety Nine Thousand, Five Hundred and Twenty Two Only)**. (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. The Purchaser's Notification of Award of Contract (NOA) No. CE/MP&M/M(P)/AM-VI/TLM-19/22037-47, dated: 19-04-2024;
- b. The Complete Forms of Bid;
- c. The Price Schedules submitted by the Supplier;
- d. The Special Conditions of Contract;





E-STAMP
CONTINUATION SHEET

- e. The General Conditions of Contract;
- f. Form No. 04 to 13;
- g. Specifications: Technical Provisions;
- h. Specifications: Special Provisions;
- i. Specifications: Drawings; and
- j. Any other Item

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

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

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

Signed for and on behalf of:

M/s. Associated Technologies (Pvt.)
Ltd., Lahore.
(The Supplier)

National Transmission and Despatch
Company Limited (NTDC)
(The Purchaser)

Signature *Rehan Jaffer*

Signature *[Signature]*

Signed, Sealed and Delivered in the
presence of:

Witness: *Shahid Mahmood*
Signature *Shahid (Asst. Manager of ATL)*

Witness: *[Signature]*
Signature *SHUMAILA KIRAN*
Asst. Manager (HR&M) NTDC
8th Floor Bluebon Complex
Egerton Road, Lahore.

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

- | | |
|----------------------------------|--|
| 1. Name of Procuring Agency | <u>National Transmission and Despatch Co. Ltd (NTDCL)</u> |
| 2. Method of Procurement | <u>National Competitive Bidding (NCB) & Single Stage Two Envelope (SSTE)</u> |
| 3. Title of Procurement | <u>Procurement of Transmission Line Tower Material for 220kV D/C T/Line on T/B Rail Conductor from 500kV Nowshera to 220kV Swabi (62 km approx.)</u> |
| 4. Tender Inquiry No. | <u>TLM-19-2023</u> |
| 5. PPRA Ref No. | <u>TS524251E</u> |
| 6. Date & Time of Bid Closing | <u>01/12/2023 at 11:00 A.M.</u> |
| 7. Date & Time of Bid Opening | <u>Technical: 01/12/2023 at 11:30 A.M.</u> |
| 8. No of Bids Received | <u>03</u> |
| 9. Criteria for Bid Evaluation | <u>Evaluation and Comparison of Bid as per Section-I "Instructions to Bidders" of Bidding Documents</u> |
| 10. Details of Bid(s) Evaluation | |

Name of the Bidders	Marks		Technical Evaluation Result (Responsive/Non-Responsive)	Remarks
	Technical (If Applicable)	Financial (If Applicable)		
M/s. Spleen Manufacturing (Pvt.) Ltd., Lahore.	NIL	NIL	Responsive and recommended for price/financial bid opening	Responsive
M/s. Alamdar Engineering (Pvt.) Ltd., Lahore	NIL	NIL	Responsive and recommended for price/financial bid opening	Responsive
M/s. Associated Technologies (Pvt.) Ltd., Lahore	NIL	NIL	Responsive and recommended for price/financial bid opening	Responsive

11. Technically Responsive Bidders/Firms

- i. M/s. Spleen Manufacturing (Pvt.) Ltd., Lahore.
- ii. M/s. Alamdar Engineering (Pvt.) Ltd., Lahore.
- iii. M/s. Associated Technologies (Pvt.) Ltd., Lahore.

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

Nil

Signature_____

Official Stamp CHIEF ENGINEER (MP&M) NTDC

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

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

- | | | |
|-----|------------------------------|--|
| 1. | Name of Procuring Agency | <u>National Transmission and Despatch Co. Ltd (NTDCL)</u> |
| 2. | Method of Procurement | <u>National Competitive Bidding (NCB) & Single Stage Two Envelope (SSTE)</u> |
| 3. | Title of Procurement | <u>Procurement of Transmission Line Tower Material for 220kV D/C T/Line on T/B Rail Conductor from 500kV Nowshera to 220kV Swabi (62 km approx.)</u> |
| 4. | Tender Inquiry No. | <u>TLM-19-2023</u> |
| 5. | PPRA Ref No. | <u>TS524251E</u> |
| 6. | Date & Time of Bid Closing | <u>01/12/2023 at 11:00 A.M.</u> |
| 7. | Date & Time of Bid Opening | <u>Technical: 01-12-2023 at 11:30 A.M.</u>
<u>Financial: 26-01-2024 at 10:00 A.M.</u> |
| 8. | No of Bids Received | <u>03</u> |
| 9. | Criteria for Bid Evaluation | <u>Evaluation and Comparison of Bid as per Section-I "Instructions to Bidders" of Bidding Documents</u> |
| 10. | Details of Bid(s) Evaluation | |

Name of the Bidders	Marks		Quoted Bid Price inclusive of Inland Transportation (PKR)	Evaluated/ Discounted/ Corrected Bid Price inclusive of Inland Transportation (PKR)	Remarks
	Technical (If Applicable)	Financial (If Applicable)			
M/s. Associated Technologies (Pvt.) Ltd., Lahore	NIL	NIL	392,460,232	374,799,522	Responsive
M/s. Spleen Manufacturing (Pvt.) Ltd., Lahore.	NIL	NIL	406,764,800	406,764,800	Responsive but higher in price
M/s. Alamdar Engineering (Pvt.) Ltd., Lahore	NIL	NIL	480,247,780	480,247,780	Responsive but higher in price

11. Most Advantageous Bidder

M/s. Associated Technologies (Pvt.) Ltd., at Award Price of PKR 374,799,522/- (inclusive of Inland Transportation)

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

Nil

Signature_____

Official Stamp CHIEF ENGINEER (MP&M) NTDC

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1 (k)	The Procuring Agency is: National Transmission and Despatch Company (NTDC) represented by Chief Engineer (MP&M), NTDC, 8 th Floor, Shaheen Complex, Egerton Road, Lahore-Pakistan Telephone No. 92-42-99202597 Fax No. 92-42-99202173 Email: cepm@ntdc.com.pk
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The Title of the subject procurement or The Project is: PROCUREMENT OF TOWER MATERIAL FOR 220kV D/C T/LINE ON T/B RAIL CONDUCTOR FROM 500KV NOWSHERA TO 220KV SWABI (62 KM APPROX.)
4	1.1 (y)	The definition is inserted after 1.1 (x) <u>The Engineer</u> is Chief Engineer (T/L Design) NTDC , 106-WAPDA House, Shahr-e-Quaid-e-Azam, Lahore, Pakistan or any other Competent Person appointed by the Procuring Agency and notified to the Supplier, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Contract during his tenure.
5	1.1 (z)	The terms “Supplier” and “Contractor” are synonymous.
6	1.1 (aa)	The terms “Purchaser”, “Procuring Agency” and “Employer” are synonymous.
7	1.1 (ab)	The terms “Works”, “Equipment” and “Goods are synonymous.

8	1.1 (ac)	“Subcontractor” means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.
Application and Interpretation (GCC 2)		
9	2.2	<p>Add the following at the end of Clause-2.2</p> <p>(a) The Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Procuring Agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>(b) Incoterms</p> <p>The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>i. EXW, CIF, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the GCC.</p> <p>(c) Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>(d) Nonwaiver</p> <p>i. Subject to Sub-Clause 2.2(c)(ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p>

		<p>ii. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>(e) Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
10	2.3	<p>Delete Clause-2.3 and replace it with the following:</p> <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Letter of Acceptance, (3) Priced Schedules of Prices submitted by the Supplier; (4) Special Conditions of Contract, (5) General Conditions of Contract, (6) Form No. 4 to 13; (7) Specifications: Technical Provisions; (8) Specifications: Special Provisions; (9) Contractor's Bid, and (10) Any other item
	Conditions Precedent (GCC 3)	
11	3.1 (b)	Shall not be applicable.
	Governing Language (GCC 4)	
12	4.1	<p>The Governing Language shall be: English</p> <p>Add the following at the end of Clause GCC 4.1</p> <p>Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p>
13	4.2	The following new sub-clause added after 4.1

		The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
		Applicable Law (GCC 5)
14	5.1	The Applicable Law shall be: Laws of the Islamic Republic of Pakistan.
		Country of Origin (GCC 6)
15	6.1	Country of Origin is
		Performance Security (or guarantee) (GCC 10)
16	10.1	The Supplier shall provide a Performance Security of 10% of the Contract Price denominated in the same currency (ies) of the Contract within fourteen (14) days after receipt of Letter of Acceptance.
17	10.3(a)	<p>The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.</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> <p>The cost of complying with the requirements of this Sub-Clause shall be borne by the Supplier.</p>
18.	10.4	After delivery and acceptance of the Goods, Hundred percent (100%) of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2 and SCC Clause-32.
		Inspections and Tests (GCC 11)
19.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</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 & 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>

		(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.
20	11.2	<p>(a) Pre-shipment/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 Procuring Agency 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>
21	11.5	<p>Add the following sub-clause-11.5</p> <p>(a) The cost of performing as well as witnessing of Type/Sample/Routine/Quality Conformance/Factory Acceptance Tests by the Inspectors during foreign inspection shall be borne by the Supplier if such tests are clearly intended by or provided for in the specifications. Witnessing of the tests will cover the expenses of two representatives/inspectors, one nominated by DMD (AD&M) NTDC) and 2nd from the Engineer (nominated by the concerned DMD) including air ticket from Lahore, Pakistan to the place or places of inspections, boarding & lodging in any A class accommodation, local transportation and daily allowance (including travel time) of 100 € to meet other expenses. The said payment will be made to the inspectors before issuance of test report/Inspection Certificate (IC). In addition to this all the expenses regarding visa stamping (visa fee, 1st class traveling, A-class hoteling etc.) of the Procuring Agency 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 Procuring Agency's country (Pakistan) the cost of performing as well as witnessing any tests by the inspectors during pre-shipment local inspection shall be borne by the Supplier if such tests are clearly intended by or provided for in the specifications. Witnessing of the tests will cover the expenses of Two (02) Inspectors of Procuring Agency and Engineer, including 1st class traveling (by air or by road depending on the distance from the residing city of inspector to the place or places of inspections), boarding & lodging in any A</p>

		class accommodation, local transportation and daily allowance (including travel time) of Rs. 2000 /- per day per person to meet other expenses. The said payment will be made to the inspectors before issuance of Inspection Certificate (IC).
22	11.6	<p>Add the following sub-clause-11.6</p> <ul style="list-style-type: none"> (a) When the Goods are ready for inspection the Supplier shall give a notice in writing of at least two (2) months in advance for foreign inspection and one (1) month for local inspection to the Engineer/Inspectors for witnessing such tests with date, time and place. (b) The Procuring Agency will convey the nomination of inspectors within 22 days after receiving inspection call from the Supplier/Contractor. (c) The inspectors shall provide the copies of valid passport and other relevant information within 03 days to the Supplier/Contractor. (d) The Supplier/Contractor shall arrange an Invitation Letter and other relevant documents within 07 days after receipt of the nomination and copies of passport of nominated inspectors for arrangement of Visa. (e) The Visa shall be immediately applied. The delay in issuance of Visa beyond three weeks by embassy shall not be considered on part of Supplier/Contractor. However, delay due to missing information/documents on part of the Supplier/Contractor shall not be compensated. (f) The inspectors shall proceed immediately for inspection within a week's time after issuance of Visa. Any delay in arrangements on part of the Supplier/Contractor shall not be compensated. (g) The inspectors shall submit their report and inspection certificate within 7 days of the inspection. They will clearly mention the validity of the inspection certificate. The validity would be 30 days for foreign supplier and 20 days for local supplier. (h) The supplier / contractor shall be responsible to ship / deliver the material within the validity period of the inspection certificate. In case of expiry, he has either to get extension in validity of the inspection certificate from the Engineer or will re-offer the equipment for inspection. <p>[Note: NTDC may at its discretion decide to proceed with 3rd party inspection after it's determination/ approval in case of non-availability of inspectors.]</p>
23	11.7	Add the following sub-clause-11.7

		<p>(a) 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.</p> <p>(b) The Procuring Agency'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.</p> <p>(c) 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.</p> <p>(d) 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.</p> <p>(e) Unless otherwise a waiver for witnessing of tests is issued by the Procuring Agency, 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/ Procuring Agency and released for shipment/delivery</p>
	Packing (GCC Clause 12)	
24	12.2	<p>The following SCC shall supplement GCC Clause 12.2:</p> <p><u>Packing</u></p> <ol style="list-style-type: none"> 1. In case the Goods are shipped in container(s), each unit shall be so packed that it can be safely transported by road/rail to ultimate destination in the country without disturbing the packing of other items. 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.

		<p>T/L hardware shall be packed in wooden boxes secured with steel bands strong enough to withstand the strains of overland and overseas transportation.</p> <p>The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirement, if any, and in any subsequent instructions ordered by the Procuring Agency.</p> <p>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.</p> <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.</p> <p>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</p> <p>Member lengths of 1.5 m to 2.5 m - 3 straps</p> <p>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 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.</p> <p>4. 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</p>
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		<p>shall contain only one type and size of items. Mixing of items including nuts, bolts and washers shall not be permitted.</p> <p>5. Before any shipment is made, the Supplier shall get the packing detailed drawings approved by the Engineer.</p> <p><u>Identification Marking</u></p> <ol style="list-style-type: none"> 1. All parts/units/components of the Goods shall be plainly die-indented with a number to identify the member, part, unit or component itself and with a letter to indicate the type of Goods in accordance with approved drawings. The identification marking shall be plainly legible and durable and shall be so located that other member, part, unit or component when in its assembled position does not obscure the number or letter. All the marking on ferrous part or unit shall be made before galvanizing. 2. Each crate, case, box, package or bundle shall have labels and or tags made from strong waterproof material and marked in indelible and non-fade-able ink securely attached hereto. These labels or tags shall indicate at least the name of the Project, the Consignee and the manufacturer, the type of Goods or component and the quantity it contains so that it can be easily checked upon delivery. A packing list shall be included in each crate or box. 3. Each package delivered under the Contract shall be consecutively numbered and shall also be marked with code number or other identification to be approved by NTDC so that various components of the Goods, which are shipped, disassembled and which may not be interchangeable can be identified, collected and stored at the Site together. Additional information and or color coding that may reasonably be required by NTDC to facilitate identification, shipment to stores or site handling and storage will also be provided. 4. All boxes weighing in excess of 500 kilograms shall be adequately marked for straining and lifting. Whenever necessary the boxes shall be provided with lifting hooks attached by means of vertical rods secured to strong bottom supports. <p>5. <u>Container Marking</u></p> <p>In addition to labels and marking indicated above all packages, bundles, containers cases or boxes shall be clearly and boldly</p>
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		<p>marked on two opposite sides and on the top and all reels on both sides as follows:</p> <p>Ultimate Consignee: Chief Engineer (MP&M) NTDC, Lahore, Pakistan Through Manager (Custom Clearance & Logistics) (NTDC), Karachi</p> <p>Final Destination _____ Contract No. _____ Name of Project _____ Weight and Dimension _____ Serial Number _____ Code No. _____ Procuring Agency Inscription "NTDC"</p>
	Delivery and Documents (GCC Clause 13)	
25	13.1	<p><u>For Goods Supplied from abroad as per incoterms CIF/C&F Karachi:</u></p> <p>Upon shipment the foreign supplier shall notify the Procuring Agency 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 Procuring Agency:</p> <ul style="list-style-type: none"> i) Original and four(04) copies of the Supplier's invoice showing Goods description, quantity, unit price and total amount. ii) Original and four (04) copies of clean on board bill of lading marked "freight prepaid". iii) Original and four (04) copies of the packing list identifying contents of each package. iv) Original and four (04) copies of the Insurance certificate (<i>if applicable</i>) v) Original and four (04) copies of the Manufacturer's/Supplier's warranty certificate. vi) Original and four (04) copies of the Inspection certificate, issued by the Procuring Agency or its designated representative or letter of waiver and the manufacturer's factory inspection report. vii) Original and four (04) copies of the Certificate of origin.

		<p>viii) Any other document as necessary due to statutory requirements.</p> <p>The above documents shall be received by the Procuring Agency 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>
26	13.3	<p><u>For Goods from within the Procuring Agency's country as per Incoterms EXW:</u></p> <p>The Supplier shall submit the following documents to the Procuring Agency:</p> <ol style="list-style-type: none"> i) Original and four (04) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount. ii) Original and four (04) copies of the Delivery Note. iii) Original and four (04) copies of the Manufacturer's or Supplier's warranty certificate. iv) Original and four (04) copies of the Insurance certificate. v) Original and four (04) copies of the Inspection certificate issued by the Procuring Agency or its designated representative or letter of waiver, and the manufacturer's factory inspection report; and vi) Original and four (04) copies of the Certificate of origin. vii) Proof of payment of GST. For the reimbursed of GST, production/provision of the following documents: <ul style="list-style-type: none"> • Invoice in triplicate • Sales Tax Invoice • Sales Tax cum payment challan for the relevant period • Affidavit on non-judicial stamp paper confirming to the effect that sales tax for the above supply is included in the above sales tax cum payment challan.
27	13.4	<p>Add the following new sub-clause after 13.3</p> <p>Delivery shall be deemed to have been made:</p> <ol style="list-style-type: none"> a) In case of CIF/C&F Karachi Contract, when an Arrival Notice issued by concerned shipping line on its arrival at Karachi port together with all such documentation as specified at Sub-Clause 13.1 hereof have been furnished.

		b) In case of Ex-Works Contract, when Delivery Note has been issued together with the invoice(s) and all such other documentation as shall be specified by the Engineer/Procuring Agency.
	Insurance (GCC Clause 14)	
28	14.1	<p>a) For Goods to be provided from outside the Procuring Agency's Country the Supplier must insure the Goods in the joint names of the Procuring Agency and the Supplier in an amount equal to 110% of CIF price of the Goods from warehouse to warehouse on all risks basis, including but not limiting to war risks, strikes, riot and civil commotion (SRCC), fire, smoke, explosion, terrorism, collision, overturn, derailment, flood, theft or attempted theft.</p> <p>b) For Goods to be provided from within the Procuring Agency's Country, the Supplier must insure the Goods in the joint names of the Procuring Agency and the Supplier in an amount equal to 110% of the EXW price of the Goods from warehouse to warehouse on all risks basis, including but not limiting to war risks, strikes, riot and civil commotion (SRCC), fire, smoke, explosion, terrorism, collision, overturn, derailment, flood, theft or attempted theft.</p>
29	14.2	<p>Add the following sub-clause GCC 14.2</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 Procuring Agency. A draft Insurance Policy shall be submitted by the Supplier within fourteen (14) days following signing of Contract Agreement, for approval by the Procuring Agency.</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>

	Related Services (GCC Clause 16)	
30	16.1	Related services to be provided are; [Not Applicable]
	Spare Parts (GCC Clause 17)	
31	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.
	Warranty (GCC Clause 18)	
32	18.2	Amend the text of GCC Sub-Clause 18.2 as under: The warranty shall remain valid for twelve (12) months after erection and commissioning of the Goods at site or for eighteen (18) months after entire Goods have been delivered to and accepted at the final destination, whichever period concludes earlier. The new local manufacturers participating in JV with qualified firms or the local subsidiaries of International Manufacturers will be required to submit warranty equal to Two (02) time the aforementioned. Add the following at the end of GCC Sub Clause 18.2: Within 14 days after completion of warranty period up to the satisfaction of Procuring Agency and Engineer, the Procuring Agency shall issue Warranty Certificate to the Supplier.
33	18.4	Delete the Clause GCC 18.4 and replace it with the following: Upon receipt of such notice, the Supplier shall, within the period of 30 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency including the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
34	18.5	The Supplier shall correct any defects covered by the Warranty within 30 days of being notified by the Procuring Agency of the occurrence of such defects.

	Payment (GCC Clause 19)	
35	19.1	<p>The payment shall be made in the manner and to the extent as mentioned below:</p> <p>(A) For Goods and related services supplied from outside the Procuring Agency's country:</p> <p>a) On Shipment: Ninety percent (90%) of Contract price of Goods shipped shall be paid upon presentation of the documents specified in Sub-Clause 13.1 here above.</p> <p>b) On Acceptance: Ten percent (10%) of Contract Price of Goods shall be paid after issuance of Acceptance Certificate issued by the Procuring Agency on fulfilling the requirements of (i) receipt of all Goods under the Contract at NTDC's designated storage yard i.e. Kotlakhpat, Lahore (ii) carrying out of insurance survey in accordance with SCC Sub-Clause 29, and (iii) issuance of Goods Receipt Note (GRN) of entire quantity of Goods by the Procuring Agency.</p> <p>(B) For Goods and related services supplied from within the Procuring Agency's Country:</p> <p>a) On Delivery: Ninety percent (90%) of Contract price of Goods shall be paid on receipt of Goods Ex-Works and upon submission of the documents specified in Sub-Clause 13.3 here above.</p> <p>b) On Acceptance: Ten percent (10%) of Contract Price of Goods shall be paid after issuance of Acceptance Certificate issued by the Procuring Agency on fulfilling the requirements of (i) receipt of all Goods under the Contract at NTDC's designated storage yard i.e. Kotlakhpat, Lahore (ii) carrying out of insurance survey in accordance with SCC Sub-Clause 29, and (iii) issuance of Goods Receipt Note (GRN) of entire</p>

		<p>quantity of Goods by the Procuring Agency (iv) Submission of Proof of Payment of GST.</p> <p>100% Payment of Services i.e. "Inland Transportation" shall be paid after Successful/Safe & Sound Shifting, Unloading & Stacking of the material at NTDC warehouse, and subsequent issuance of Completion Certificate by Deputy Manager (Warehouse) NTDC.</p>
36		<p>100% Payment against the Contract Price as stated above, shall be paid to foreign Supplier (local Supplier if opted by him) through an irrevocable Letter of Credit to be established by Finance Director (NTDC), 2nd Floor, Shaheen Complex, Egerton Road, Lahore within Seventy Five (75) days from the date of signing of the Contract Agreement in any scheduled bank in Pakistan in favor of Supplier in a designated bank in his country whereas 100% Payment against the Contract Price shall be directly disbursed to the Pakistani Supplier by the Procuring Agency.</p> <ul style="list-style-type: none"> • Within 15 days from issuance of Notification of Award/Letter of Acceptance, the Supplier will submit the following information to the Chief Financial Officer (NTDC), Attention: Deputy Manager (L/C), 2nd Floor, Shaheen Complex, Egerton Road, Lahore under intimation to the Procuring Agency: <ul style="list-style-type: none"> a. Signed and Stamped Copy of Notification of Award. b. Name & Complete address of Beneficiary. c. Name & complete address of Beneficiary Bank. d. Beneficiary's Bank Account Number & Swift Code. e. Proforma Invoice in original duly signed/stamped including relevant payment terms. (Draft Proforma Invoice is attached as Form-19) f. Freight Breakup. g. No. of Packages. h. Weight and Measurement of goods. i. Port of Shipment. j. Volume. k. Expected Date of Shipment. l. Origin of Goods. m. Delivery Period. n. Relevant H.S Codes to be incorporated in the L/C o. Insurance Cover (if applicable) • Draft LC from bank will be provided to Procuring Agency by LC section within 07 days.

		<ul style="list-style-type: none"> Draft will be got vetted from supplier within 07 days, otherwise it will be considered as deemed approved. In this case, LC section will proceed for opening of LC as per Contract Agreement. Any amendment thereof shall be borne by the supplier. <p>Charges for establishing Letter of Credit and any subsequent charges therein shall be borne by the Supplier.</p>
37	19.4	<p>The currencies for payment shall be:</p> <p>The Supplier shall be paid as per currency(ies) stated in Schedule of Prices except the Pakistani Supplier who will be paid in equivalent Pak Rupees for the foreign currency component at an exchange rate prevailing at the date of Bill of Entry of the imported raw materials for supplying Goods Ex-Works Pakistan basis. The Bill of Entry of 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. The prevalent exchange rate shall be Telegraphic Transfer and On Demand (TT&OD) composite exchange rate (selling) published by National Bank of Pakistan.</p>
Prices (GCC 20)		
38	20.1	Prices shall be adjusted in accordance with provisions in Annex-1 to this SCC.
Change Orders (GCC 21)		
39	21.4	<p>Add the following new sub-clause:</p> <p>The Procuring Agency may increase or decrease the quantities of Goods to the extent of 15% of the Contract Price during currency of the Contract without any change in the unit price or other terms and conditions of the Contract.</p>
Delays in the Supplier's Performance (GCC 25)		
40	25.2	<p>The existing text is deleted and replaced by</p> <p>If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions/events impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly but not later than Twenty-Eight (28) days notify the</p>

		<p>Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s).</p> <p>The final request for Extension of Time (EoT) based on notified events and with detailed particulars shall be submitted to the Procuring Agency within Forty-Two (42) days after date of delayed event.</p> <p>As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>Any such determinations of the procuring Agency/Purchaser shall be reached/notified within Ninety (90) days from the submission of detailed particulars by the Supplier.</p>
	Liquidated Damages (GCC Clause 26)	
41	26.1	<ul style="list-style-type: none"> i. In the first line Replace “Subject to GCC Clause 28” with “Except as provided under GCC Clause 28”. ii. In the last line Replace “GCC Clause 26” with “GCC Clause 27” iii. Applicable percentage of Liquidated Damages is as under: <ul style="list-style-type: none"> a. The liquidated damages shall be 0.26 % 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.
	Procedure for Dispute Resolution (GCC Clause 32)	
42	32.3	<p>Dispute Resolution</p> <p><u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the</p>

		<p>International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><u>(b) For Contracts to be entered with nationals of Pakistan:</u></p> <ol style="list-style-type: none"> 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Lahore, Pakistan and proceedings will be conducted in –English language. 4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the
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		Procuring Agency shall pay the Supplier any monies due to the Supplier.
43	35.1	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: Chief Engineer (MP&M), NTDC, Address: 8th Floor, Shaheen Complex, Egerton Road, Lahore. City: Lahore Country: Pakistan Telephone: 92-42-99202597 Fax No.: 92-42-99202173 Email: cempm@ntdc.com.pk</p> <p>The Supplier's address shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>[To be filled in at the time of signing of Contract.]</p>
Taxes and Duties (GCC 36)		
44	36.4	<p>Add the following new Sub-Clause after 36.3</p> <ol style="list-style-type: none"> For the Goods to be offered from outside the Procuring Agency's country, all taxes, duties and other leviables in Pakistan on the finished Goods shall be paid by the Procuring Agency subject to the condition that material shipped is in the name of NTDC and NTDC WeBOC is used. For the Goods to be offered from within the Procuring Agency'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 11th Schedule of Sales Tax Act, 1990. Copy of sales tax return will be provided by the supplier. The payments/ reimbursement of Sales Tax will only be made if Invoice is in name of NTDC and NTDC can claim input from FBR. For the Goods to be transported within the Procuring Agency's country, the price of Inland Transportation shall paid/reimbursed on submission of proof of payment of Sales Tax. <p>Note:</p> <ol style="list-style-type: none"> Only those local (Pakistan Origin) 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 & Sales Tax.

		<ul style="list-style-type: none">ii. Foreign firms/organizations/companies/suppliers, (if required) as per law of the country will get them registered from relevant tax authorities after award of the Contract.iii. All payments (including advance) will be subject to withholding Taxes as per Income Tax Ordinance, 2001/International Tax Treaty & Sales Tax Act. 1990, further, in case of local firms payments shall made only to those entities appearing in Active Taxpayer List (ATL) for both Income Tax & Sales Tax.iv. Advance Payment Guarantee and Performance Guarantee will be exclusive of Indirect Taxes.
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