

**National Transmission & Despatch  
Company Limited**

# **Bidding Documents**

**AFD-01R-2024  
FOR  
PROCUREMENT OF  
500KV/220KV 750MVA AUTO-TRANSFORMER BANK FOR  
UPGRADATION OF EXISTING 220KV VEHARI  
SUBSTATION TO 500KV VEHARI SUBSTATION NTDC**

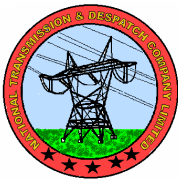
## **Volume-I**

**Single-Stage: One-Envelope  
Bidding Procedure**

**Agence Française de Développement**



**March, 2024**



**National Transmission & Despatch  
Company Limited**

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## **Volume-I**

**Single-Stage: One-Envelope  
Bidding Procedure**

**Agence Française de Développement**



**Issued on: 25<sup>th</sup> -March-2024**

**Invitation for Bids No.: IFB-AFD-01R-2024**

**OCB No.: AFD-01R-2024**

**Purchaser: National Transmission & Despatch Company Limited**

**Country: Islamic Republic of Pakistan**

# Preface

This Bidding Document for Procurement of Goods has been prepared by National Transmission & Despatch Company Limited and is based on the Standard Bidding Document for the Procurement of Goods issued by the Agence Française de Développement (AFD), dated February 2017.

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Agence Française de Développement (AFD), have required a change.

These Bidding Documents for Procurement of Goods, assumes that no prequalification has taken place before bidding.

# BIDDING DOCUMENTS

AFD-01R-2024

**For**

**Procurement of**  
**500kV/220kV 750MVA Auto-Transformer Bank for upgradation**  
**of existing 220kV Vehari substation to 500kV Vehari substation**  
**NTDC**

**IPC No:** AFD-01R-2024

**Project:** Financing under Agence Française de Développement (AFD)  
Loan. 500kV/220kV 750MVA Auto-Transformer Bank for  
upgradation of existing 220kV Vehari substation to 500kV  
Vehari substation NTDC

**Purchaser:** *National Transmission and Despatch Company*  
(NTDC)

**Country:** *Islamic Republic of Pakistan*

**Issued on:** *25<sup>th</sup> March -2024*

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# **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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# Section I. Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the Procurement of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Procurement Competition (IPC) are **specified in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
    - (b) If the context so requires, “singular” means “plural” and vice versa; and
    - (c) “Day” means calendar day.
2. **Source of Funds**
  - 2.1 The Purchaser **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the Agence Française de Développement (hereinafter called “the AFD”), toward the project named **in BDS**. The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
3. **Corrupt and Fraudulent Practices**
  - 3.1 The AFD requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section VI.
  - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the AFD to inspect all accounts, records and other documents relating to the submission of the application, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the AFD.
4. **Eligible Bidders**
  - 4.1 A Bidder may be a firm that is a private entity, a state-owned entity-subject to ITB 4.3- or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any

and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) Receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) Has the same legal representative as another Bidder; or
  - (d) Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (f) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the bid; or
  - (g) Any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or
  - (h) Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the AFD throughout the procurement process and execution of the contract.
- 4.3 The AFD's eligibility criteria to bid are described in Section V, Eligibility criteria.

- 4.4 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the execution of a Bid-Securing Declaration.
- 4.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 5. Eligible Goods and Related Services**
- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the AFD may have their origin in any country in accordance with Section V, Eligibility Criteria.
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Bidding Documents**

- 6. Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

### **PART 1 - Bidding Procedures**

- Section I. Instructions to Bidders (ITB);
- Section II. Bidding Data Sheet (BDS);
- Section III. Evaluation and Qualification Criteria;
- Section IV. Bidding Forms;
- Section V. Eligibility Criteria;
- Section VI. AFD Policy - Corrupt and Fraudulent Practices and Social and Environmental Responsibility;

## PART 2 - Supply Requirements

- Section VII. Schedule of Requirements;

## PART 3 - Contract

- Section VIII. General Conditions of Contract (GCC);
- Section IX. Special Conditions of Contract (SCC);
- Section X. Contract Forms.

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Documents, responses to requests for clarification or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

### 7. Clarification of Bidding Documents

- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 14 (fourteen) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

### 8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB

6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

### C. Preparation of Bids

- |   |  |
|---|--|
| <b>9. Cost of Bidding</b>               | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.  |
| <b>10. Language of Bid</b>              | 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language <b>specified in the BDS</b> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language <b>specified in the BDS</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern.   |
| <b>11. Documents Comprising the Bid</b> | <p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Bid submission Form and the Bidding Forms in accordance with ITB 12;</li> <li>(b) Completed schedules, in accordance with ITB 12 and 14;</li> <li>(c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;</li> <li>(d) Alternative bids, if permissible, in accordance with ITB 13;</li> <li>(e) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</li> <li>(f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;</li> <li>(g) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</li> <li>(h) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;</li> </ul> |

- (i) Documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (j) Documentary evidence in accordance with ITB 16 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (k) Any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Bid Submission Form information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Bid Submission Form, Bidding Forms and Statement of Integrity and Price Schedules**

12.1 The Bid Submission Form, the Bidding Forms and the Statement of Integrity and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**14. Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Bid Submission Form.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall

be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The term CIP, 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, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligibility Criteria. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligibility Criteria. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
- (i) The price of the Goods quoted CIP named place of destination, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; and
  - (ii) Any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:



- (i) The price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, **as specified in the BDS**; and
  - (ii) Any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder.
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
- (i) The price of the Goods, quoted CIP named place of destination, excluding the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (ii) All custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported in the Purchaser's country, payable on the Goods, if the Contract is awarded to the Bidder;
  - (iii) Any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (d) For Related Services specified in Section VII - Schedule of Requirements:
- (i) The price of each item comprising the Related Services (exclusive of any applicable taxes);
  - (ii) All custom duties, sales and other taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

**15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS**. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS**.

**16. Documents  
Establishing the  
Eligibility and  
Conformity of  
the Goods and  
Related  
Services**

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents  
Establishing the  
Eligibility and  
Qualifications  
of the Bidder**

- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) That, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
  - (b) That, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of  
Validity of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**;

- (b) In the case of adjustable price contracts, no adjustment shall be made;
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

- 19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
  - (a) An unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
  - (b) An irrevocable letter of credit;
  - (c) A cashier's or certified check; or
  - (d) Another security **specified in the BDS**;from a reputable source from an eligible country as specified in Section V, Eligibility Criteria. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the

contract and furnishing the Performance Security pursuant to ITB 42.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

19.7 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; or
- (b) If the successful Bidder fails to:
  - (i) Sign the Contract in accordance with ITB 41; or
  - (ii) Furnish a performance security in accordance with ITB 42.

19.8 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9 If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; or
- (b) If the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Purchaser may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly

mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, then the Bid shall be signed by every member of the proposed JV.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

### **D. Submission and Opening of Bids**

#### **21. Sealing and Marking of Bids**

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY". These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
  - (b) Be addressed to the Purchaser in accordance with ITB 22.1;
  - (c) Bear the specific identification of this bidding process indicated in ITB 1.1; and
  - (d) Bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**22. Deadline for Submission of Bids**

- 22.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal, Substitution, and Modification of Bids**

- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) Prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”; and
  - (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

**25. Bid Opening**

- 25.1 Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25 all bids received by the deadline (regardless of the number of bids received), at the date, time and place **specified in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures

required if electronic bidding is permitted, in accordance with ITB 22.1, shall be as **specified in the BDS**.

- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with 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 at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Bid Submission Form and the Price Schedules are to be initialed by a minimum of three representatives of the Purchaser attending bid opening. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).
- 25.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.



## **E. Evaluation and Comparison of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, and comparison of the bids, and qualification of the bidders, or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 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.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**29. Determination of Responsiveness**

- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) If accepted, would:
    - (i) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
    - (ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
  - (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities, Errors and Omissions**

- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonmaterial nonconformities in the Bid.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

### 31. Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

### 32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.

### 33. Margin of Preference

33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.

### 34. Evaluation of Bids

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid (evaluation will be done for Items or Lots (contracts), as **specified in the BDS**), the Purchaser shall consider the following:

- (a) The Bid Price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) Price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;

- (e) Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 32;
  - (f) The additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) In the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
  - (c) In the case of Related Services, customs duties and sales and other similar taxes that will be payable on the Related Services if the contract is awarded to the Bidder;
  - (d) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified** in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in Section III, Evaluation and Qualification Criteria.
- 34.7 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Purchaser's estimate, the Purchaser

shall require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the supply requirements and the method and schedule proposed. If one or several inconsistencies are evidenced, the bid shall be declared non-compliant and rejected.

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| <b>35. Comparison of Bids</b>   | 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid.  |
| <b>36. Qualification of the Bidder</b>  | <p>36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.</p> <p>36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p> |
| <b>37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 37.1 The Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.  |

## F. Award of Contract

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| <b>38. Award Criteria</b>  | 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.   |
| <b>39. Purchaser's Right to Vary Quantities at Time of Award</b> | 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages <b>specified in the BDS</b> , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |

#### **40. Notification of Award**

- 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

#### **41. Signing of Contract**

- 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the AFD that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

#### **42. Performance Security**

- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a

correspondent financial institution located in the Purchaser's Country.

- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General								
ITB 1.1	The number of the Invitation for Bids is: <i>IFB-AFD-01R-2024</i>								
ITB 1.1	<p>The Purchaser is: <b><i>National Transmission &amp; Despatch Company Limited, and is represented by</i></b></p> <p><b>Chief Engineer (Material Procurement &amp; Management), (NTDC),</b></p> <p>8<sup>th</sup> Floor, Shaheen Complex, Egerton Road Lahore, Pakistan Postal Code: 54000 Telephone: (0092) 42-99202597 Fax No.: +92-42-99202173 E-mail address: <a href="mailto:cempm@ntdc.com.pk">cempm@ntdc.com.pk</a></p>								
ITB 1.1	<p>The name is <b><i>PROCUREMENT OF 500KV/220KV 750MVA AUTO-TRANSFORMER BANK FOR UPGRADATION OF EXISTING 220KV VEHARI SUBSTATION TO 500KV VEHARI SUBSTATION, NTDC</i></b> and identification number of the IPC is: <i>AFD-01R-2024</i></p> <table><tr><th>Sr. No.</th><th>Description</th><th>Quantity</th></tr><tr><td>1.</td><td><i>500kv/220kv 750MVA Auto-Transformer Bank+ spare unit along with allied equipment and accessories etc.</i></td><td>02+01</td></tr></table>			Sr. No.	Description	Quantity	1.	<i>500kv/220kv 750MVA Auto-Transformer Bank+ spare unit along with allied equipment and accessories etc.</i>	02+01
Sr. No.	Description	Quantity							
1.	<i>500kv/220kv 750MVA Auto-Transformer Bank+ spare unit along with allied equipment and accessories etc.</i>	02+01							
ITB 2.1	<p>The name of the Project is: Financing under Agence Française de Développement (AFD) Loan. <b><i>PROCUREMENT OF 500KV/220KV 750MVA AUTO-TRANSFORMER BANK FOR UPGRADATION OF EXISTING 220KV VEHARI SUBSTATION TO 500KV VEHARI SUBSTATION NTDC</i></b></p>								



<b>ITB 4.6</b>	<p>The following sub-clause is added:</p> <p>The bidder shall submit dully filled/complete Beneficial Ownership Declaration Performa as per the S.R.O. 592(1)/2022 available at <a href="https://www.ppra.org.pk/doc/sro592.pdf">https://www.ppra.org.pk/doc/sro592.pdf</a>.</p>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>For <b><u>Clarification purposes</u></b> only, the Purchaser's address is:</p> <p><b>Attention: Chief Engineer (Material Procurement &amp; Management)</b>  <b>National Transmission &amp; Despatch Company Limited (NTDC)</b>  8<sup>th</sup> Floor, Shaheen Complex, Egerton Road,  Lahore, Pakistan  Postal Code: 54000  Telephone: +92-42-99202597  Facsimile number: +92-42-99202173  E-mail address: <a href="mailto:cepm@ntdc.com.pk">cepm@ntdc.com.pk</a></p> <p><b>A Pre-Bid meeting shall take place as follows:</b>  Date: 08<sup>th</sup> -April-2024  Time: 11:00am (Pakistan Standard Time)  Place: 8<sup>th</sup> Floor, Shaheen Complex, Egerton Road Lahore, Pakistan</p> <p>A bidder may plan to visit the Site to assess dimensional requirements etc. for goods, in which case an access permit shall be secured from the Purchaser. To secure a permit, the Bidder shall send a request to the Purchaser's address indicated above together with the following:</p> <p>(i) Copy of passport of the designated Bidder's representative; and  (ii) Description of the position of the designated Bidder's representative.</p> <p>The request shall be received by Purchaser At least Fifteen (15) days before bid submission deadline. Maximum number of representatives for each bidder who can be given a permit is three (3).</p> <p>The Purchaser shall facilitate a site visit for the prospective Bidders (who wishes to do so). However, all the expenses in this respect will be borne by the Bidders.</p>
<b>ITB 7.1</b>	Web page: <a href="http://www.ntdc.gov.pk">www.ntdc.gov.pk</a>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The language of the bid is English.

	<p>All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p> <p>Following is added at the end of this Sub-Clause.</p> <p>Such translation shall be duly notarized English translation of the original document.</p>
<b>ITB 11.1 (k)</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>i. Proof of purchase of bidding documents from the Purchaser/Tender Receipt.</li> <li>ii. Schedule of technical data in accordance with clause 4 of the Technical Specification under Section 7 (Schedule of Requirements) of Supply Requirements.</li> <li>iii. Form DEV – 1: Deviations from Technical Provisions</li> <li>iv. Form DEV – 2: Deviations from Contractual Conditions</li> <li>v. Form BNK – 1: Bank Certificate</li> <li>vi. Form ORG – 1: Organization Chart</li> <li>vii. Form TTU –1: (Type Test Undertaking Form). The bidder shall submit an undertaking, duly signed and stamped by bidder and duly supported by manufacturer(s), as per specimen given in Clause 1.2.1 of Section 3 [<i>Evaluation and Qualification Criteria</i>] and in compliance with “Revised type test requirement of NTDC” attached as Annexure-II (soft copy) of Section VII [Schedule of Requirements].</li> <li>viii. Form BLK – 1: Undertaking of Acceptance of and Compliance with the SOP for Blacklisting of Contractors</li> <li>ix. Form BLK – 2: Affidavit of Blacklisting by NTDC/ WAPDA/ DISCOs/ any Government/ Public Department/ Donor Agencies</li> <li>x. Dully filled/complete Beneficial Ownership Declaration Performa as per the S.R.O 592(I)/2022 available at <a href="https://www.ppra.org.pk/doc/sro592.pdf">https://www.ppra.org.pk/doc/sro592.pdf</a>.</li> </ul>
<b>ITB 12.2</b>	<p>Following Sub-Clause is added:</p> <p>The units and rates in figures entered into the Price Schedules should be typewritten. Price Schedules not presented accordingly may render the Bid nonresponsive.</p>
<b>ITB 13.1</b>	Alternative Bids shall not be permitted.
<b>ITB 14.5</b>	The prices quoted by the Bidder <i>shall</i> be adjustable as per Annex-B of Section IX.
<b>ITB 14.7</b>	The Incoterms edition is Incoterms 2020.

<b>ITB 14.8 (a)</b> <b>(i)</b>	<p>The sub-clause is replaced as follows:</p> <p>For Goods offered from within the Purchaser's country, the Bidder shall quote prices using the Incoterms i.e. <b>EXW</b> (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.</p>
<b>ITB 14.8 (b)</b> <b>(i)</b>	<p>The sub-clause is replaced as follows:</p> <p>For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the <b>CIP (Karachi)</b> Incoterms. The Bidder shall, in addition to above, provide the price break-ups of FOB, Insurance, Sea Freight and C&amp;F components (as required in Price Schedules).</p>
<b>ITB 14.8 (c)</b>	Not Applicable.
<b>ITB 15.1</b>	<p>The prices shall be quoted by the bidder in: Euro (€)</p> <p>The Bidder is required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.</p>
<b>ITB 17.2 (a)</b>	<p>Manufacturer's authorization is Required.</p> <p>The Bidder is required to submit documentation to substantiate that it is an authorized dealer or distributor or reseller of the Goods being supplied.</p>
<b>ITB 17.2 (b)</b>	The Foreign Bidder is required to include with its Bid, evidence that it will be represented by an Agent in the Purchaser's Country.
<b>ITB 18.1</b>	The bid validity period shall be 150 days after the bid submission deadline.
<b>ITB 18.3 (a)</b>	The bid price shall not be adjusted.
<b>ITB 19.1</b>	<p>All Bids must be accompanied with a Bid Security in the amount US\$ 279,000 or 78.00 million PKR or equivalent in any other freely convertible currency at an exchange rate (composite TT&amp;OD selling) published by the National Bank of Pakistan, prevailing 28 days prior to the deadline for submission of Bids:</p> <p>In case the Bid Security is provided in any other convertible currency, the foreign currency exchange risk, if any, in case of encashment of Bid Security shall be borne by the Bidder.</p>
<b>ITB 19.2</b>	Not Applicable.

<b>ITB 19.3</b>	<p>The provisions of Sub-Clause ITB 19.3 (b) &amp; (c) are deleted and (a) &amp; (d) are amended as follows:</p> <p>(a) An unconditional bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan. For avoidance of doubt, a Bid Security issued by a foreign bank but not counter-guaranteed by a Scheduled Bank in Pakistan shall not be acceptable and rejected as non-responsive.</p> <p>(d) Bid Security in the form of Swift Message shall be unconditional and encashable on written request without any cavil or argument and compliant with other conditions mentioned in ITB 19.3.</p> <p>The same shall be in favor of: Chief Engineer (MP&amp;M) NTDC  Account No. 001000048380405 Allied Bank Limited,  WAPDA House Branch, Lahore  Swift Code: ABPAPKKALHR.  Chief Engineer (MP&amp;M) NTDC  Account No. 0005527900518901 Habib Bank Limited,  WAPDA House Branch, Lahore  Swift Code: HABBPCKA552</p>
<b>ITB 19.4</b>	<p>Subject to the succeeding sentences, a bid must be accompanied by an acceptable Bid Security that is unconditional, irrevocable and callable. If a Bidder submits a Bid Security that has following discrepancies (to the extent mentioned against each), the Purchaser shall request the Bidder to submit a compliant bid security within fourteen (14) calendar days of receiving of such request. Failure to provide a compliant Bid Security within the prescribed period of receiving such a request shall cause the rejection of the Bid. Any bid accompanied by bid security with deviation greater than the extent mentioned below shall be rejected.</p> <ul style="list-style-type: none"> <li>i. Bid Security amount is short within 10% of the required Bid Security amount; and/or</li> <li>ii. Bid Security validity period is short by a maximum of two days.</li> <li>iii. Any changes with respect to format/text which does not hurt the right of employer for encashment of the guarantee and does not limit the obligation of the bidder as required in the Bidding Document/Bid Security Format.</li> </ul> <p>Any bid accompanied by bid security shall be rejected If,</p> <ul style="list-style-type: none"> <li>a. Bid Security does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners); and/or,</li> </ul>

	b. Bid Security issued by a foreign bank but not counter guaranteed by a local schedule bank in Pakistan.
<b>ITB 20.1</b>	<p>In addition to the original Bid, the number of copies is: <b>Three (03)</b></p> <p>Electronic/soft copy of complete Bid in USB containing an electronic version of the Bid in PDF format scanned from the original bid, and filled Price Schedules in MS Excel Format. This should be enclosed in the sealed envelope containing the Original Bid.</p> <p>In case of discrepancy between the Original and electronic copy, the Original shall prevail.</p>
<b>ITB 20.2</b>	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:</p> <p>An organizational document/chart, board resolution or its equivalent, or notarized Power of Attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind the Bidder, shall be provided. If the Bidder is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of and legally bind the intended or existing Joint Venture. If the Joint Venture has not been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of the Contract award following ITB 4.1. Further, the Authorization must contain the specimen signature of the person authorized to sign the Bid.</p> <p>(In case of non-submission or non-compliance of a valid power of attorney, post bid clarification can be sought to submit the same within fourteen (14) calendar days of receiving such request and its failure may lead to rejection of the bid)</p>
<b>ITB 20.5</b>	<p>The following sub-clause 20.5 is added:</p> <p>Two or more firms partially or wholly owned or directed by common individuals, regardless of the extent of their shares or interest with each other shall not be eligible to bid or compete for the same tender. Only one such firm shall be eligible to bid for a tender. However, such firms may form a joint venture to bid as one venture.</p>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.1</b>	<p>For bid submission purposes, the Purchaser's address is:</p> <p><b>Chief Engineer (Material Procurement &amp; Management)</b>  <b>National Transmission &amp; Despatch Company Limited (NTDC)</b>  8<sup>th</sup> Floor, Shaheen Complex, Egerton Road,  Lahore, Pakistan  Postal Code: 54000</p>

	<p>Telephone: +92-42-99202597  Facsimile number: +92-42-99202173  E-mail address: <a href="mailto:cepm@ntdc.com.pk">cepm@ntdc.com.pk</a></p> <p><b>The deadline for the submission of bids is:</b>  Date: 14<sup>th</sup> -May-2024  Time: 11:00 am (Pakistan Standard Time)</p>
<b>ITB 22.1</b>	Bidders shall not have the option of submitting their bids electronically.
<b>ITB 25.1</b>	<p>The bid opening shall take place at:  <b>Chief Engineer (Material Procurement &amp; Management)</b>  <b>National Transmission &amp; Despatch Company Limited (NTDC)</b>  8<sup>th</sup> Floor, Shaheen Complex, Egerton Road,  Lahore, Pakistan  Postal Code: 54000  Telephone: +92-42-99202597  Facsimile number: +92-42-99202173  E-mail address: <a href="mailto:cepm@ntdc.com.pk">cepm@ntdc.com.pk</a>  Date: 14<sup>th</sup> -May-2024  Time: 11:30 am (Pakistan Standard Time)</p> <p>No minimum number of bids is required in order to proceed to bid opening.  The Bid Submission Sheet and Price Schedules shall be initialed by all the authorized representatives of the Purchaser attending the Bid opening.</p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 32.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Pakistani Rupees (PKR).</p> <p>The source of the selling exchange rate shall be: TT&amp;OD (Telegraphic Transfer &amp; On Demand) composite exchange rate (selling), published by the National Bank of Pakistan (NBP).</p> <p>The date for the selling exchange rate shall be: the date of Bid Opening.</p>
<b>ITB 33.1</b>	<p>A margin of domestic preference shall apply.</p> <p>The application methodology shall be specified in Section III, Evaluation and Qualification Criteria.</p>
<b>ITB 34.2</b>	If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the highest price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price

	comparison.
	<b>F. Award of Contract</b>
<b>ITB 39.1</b>	The maximum percentage by which quantities may be increased is 15% The maximum percentage by which quantities may be decreased is 15%
<b>ITB 42.1</b>	The following text appearing in this Sub-Clause is deleted. “A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser’s Country.”
<b>ITB 42.2</b>	Following shall be added at the end of clause:  For offered equipment without acceptable type test report <b>as per clause 5 Section VII [Schedule of Requirements]</b> , the successful Bidder shall furnish as part of execution of Contract the confirmed type test schedule on a letter head of any testing lab stated in Part-1 of NTDC Type Test Policy (Provided in Volume II (DVD)), within 28 days of the receipt of notification of award from the Purchaser. In case of delay or non-submission of type test schedule, the Purchaser shall have the right to annul the Notification of Award including forfeiture and encashment of the bid/performance security. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## **Section III. Evaluation and Qualification Criteria**

### **Contents**

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## **1. Evaluation (ITB 34)**

### **1.1 Evaluation Criteria (ITB 34.6)**

The bids will be compared and evaluated as described in ITB Section “Evaluation and Comparison of Bids”. In addition to evaluation parameters given therein, following evaluation criteria shall also be used for the purpose of evaluation of this Bid.

The comparison of bids shall be made on the basis of Ex-Works & CIP Karachi prices for Goods to be offered from within the Purchaser’s country and from outside the Purchaser’s country respectively.

### **1.2 Technical Criteria**

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

The requisite schedule of technical data as per tender specification shall be duly filled in and the same shall be submitted with the bid. In case of non-submission of the schedule of technical data along with the bid, a post bid clarification may be sought from the bidder to submit the same. Failure to submit the requisite schedule of technical data shall render the bid non-responsive.

#### **1.2.1 Type Testing**

The Goods offered by the Bidder shall be type tested in accordance with Specifications - Technical Provisions and Special Provisions of the Bidding Documents. The Bidder shall submit, with his bid, the type test reports/results, as described in “Revised Type Test Policy of NTDC”, attached as Annexure-II of Section VII [*Schedule of Requirements*] of offered Goods as specified in the Bidding Document.

All Type Test certificates/reports, reference list, etc. shall be in English language.

In case of non-submission of type test reports with the Bid or if the submitted type test reports are not conforming to the requirements given in Volume-II (soft copy) [*Specifications - Technical Provisions*] of the Bidding Document, the Bid shall not be rejected by the Purchaser, subject to the condition that the Bidder undertakes, as per undertaking form in Section IV (Bidding Forms), to perform the type tests specified in NTDC Revised type test policy Volume – II (soft copy) [*Specifications - Technical Provisions*] at one of the labs listed in “Revised Type Test Policy of NTDC” attached as Annexure-II (soft copy) of Section VII [*Schedule of Requirements*].

### 1.3 Price Adjustment for Deviation in the Delivery Schedule

For Bids indicating delivery before specified days set out in Section VII, Schedule of Requirements- Delivery Schedule, no credit will be given in this evaluation. Bids indicating delivery later than specified days set out in Delivery Schedule shall be adjusted in this evaluation by adding a factor of 0.5% of the Discounted Corrected total bid price per week of the delivery later than the specified days. Bids indicating delivery beyond thirty (30) days later than specified days set out in delivery schedule may not be considered and may be rejected as non-responsive.

### 1.4 Adjustment for Capitalization of Losses

Price Adjustment for Capitalization of Auto Transformer Losses will be made by adding the following amounts to CIP (Karachi) price of Auto Transformer Bank.

Capital cost of no-load loss.....US\$ 8300 per kW

Capital cost of load loss including.....US\$ 4000 per kW

consumption of fan/pump motors

The capitalized costs of no-load losses at 100% voltage and load losses at principal tap corresponding to the 100% upper rated power and reference temperature of 75 deg C, including corresponding consumption of fan motors shall be added to the bid prices of transformers to obtain adjudication prices. The losses to be taken shall be the guaranteed losses plus 10% tolerances except when guaranteed losses indicated by the bidders in the bids already include the tolerances and are explicitly stated in the bids to be final not subject to any further tolerance in which case the guaranteed losses will be taken for capitalization.

## 2. Qualification (ITB 36)

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
1.3	AFD Eligibility	Not being ineligible for AFD financing, as described in ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Statement of Integrity (appendix to Bid Submission Form)
1.4	State-owned Entity	Meets conditions of ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Termination of a contract <sup>1</sup> did not occur as a result of Supplier default in the past 5 years.	Must meet requirement <sup>2</sup>	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON-1
2.2	Suspension Based on Execution of Bid Securing Declaration by the Purchaser or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.4 or withdrawal of a Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form

<sup>1</sup> Non-performance shall include all terminations of contracts where (a) non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the supplier. Non-performance shall not include contracts where Purchasers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3	Pending Litigation	All pending litigation shall in total not represent more than one hundred percent (100%) of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 1

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
.							
3. Financial Situation and Performance							

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3.1	Financial Capabilities	The audited standalone <sup>3</sup> balance sheets or, if not required by the laws of the Bidder's country, other standalone financial statements acceptable to the Employer, for the last three (3) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position. The Bidder's financial position will be deemed sound if at least two (2) of the following four (4) criteria are met:  a) Average earnings before interest, taxes, depreciation, and amortization (EBITDA) for the last three (3) years > 0;	Must meet requirement	N/A	N/A	Leader must meet requirement	Form FIN – 3.1, with attachments

<sup>3</sup> The Company's financial performance as a single entity.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<b>b) Total equity (net worth) for the last three (3) years &gt; 0;</b>  <b>c) Average liquidity ratio for the last three (3) years &gt;1</b> ((Current assets) / (Current liabilities) > 1);  <b>d) Average indebtedness ratio for the last three (3) years &lt; 6</b> ((Total financial liabilities) / (EBITDA) < 6).					



Eligibility and Qualification Criteria		Compliance Requirements					Documentation
No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3.2	Average Annual Supplier Turnover	Minimum “Net Average Annual Turnover” US \$ 20,963,000 , calculated as total certified payments received by the Bidder for contracts in progress or completed within the last three (03) years.	Must meet requirement	Must meet requirement	Must meet twenty-five percent (25%) of the requirement	Must meet forty percent (40%) of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience & Technical Capacity							
4.1	Similar Experience	Successful completion as main supplier within the last ten (10) years, of at least one (01) or multiple contract(s) having total value of contracts (i.e. sum of value of multiple contracts) at least equivalent to  US \$ 11,180,000 with nature, and complexity similar <sup>4</sup> to the scope of supply described in Section VII [Schedule of Requirements].	Must meet requirement	Must meet requirement	N/A	N/A	i. Form EXP-4.1  ii. Copies (with English translation) of the Contract Agreement(s) and Completion Certificate(s) / Delivery Document(s) (Bills of Lading, Inspection Certificates etc.) for the contract(s)

<sup>4</sup> The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Schedule of Requirements.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4.2	Technical & Manufacturing Experience	<p>i.The Bidder or its proposed Manufacturer must have at least <b>05</b> years’ design/ manufacturing experience of <b>similar</b> Goods of the respective Lot having similar or higher rating and capacity.</p> <p>ii.The Bidder or its proposed Manufacturer must have experience of at least two (02) contracts for supplying <b>similar</b> Goods outside the country of origin of offered equipment/goods or within Pakistan during last ten (<b>10</b>) years.</p>	Must meet requirement	Must meet requirement	Not applicable	Not applicable	<p>i. Forms EXP-4.2 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).</p> <p>(ii) Purchase Orders/ Contract Agreements and Completion Certificates/ delivery documents (bills of lading and inspection certificates) of the same along with</p>

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
							notarized translation in English if original is in different language, showing sale of equipment as given in requirement.
4.3	<b>Performance Criteria</b>	i. The Bidder shall submit at least one (01) successful operational certificate with the bid from the end user from Pakistan or from outside the country of origin of offered Goods to establish satisfactory	Must meet requirement	Must meet requirement	Not applicable	Not applicable	i. Form PER – 1  ii. Copies of Contract Agreements and Completion Certificates duly notarized (along with notarized translation in English if original

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>operation for a continuous period of at least three (03) years prior to deadline of submission of bids. The submitted performance certificate must indicate the name of the end user/client along with its contact address, phone numbers, fax numbers, website and email addresses.</p> <p>ii. If the Bidder has already supplied the offered Goods to Purchaser and the same is in satisfactory operation for a continuous period of at least three (03) years prior to deadline of</p>					<p>is in different language) for projects for which Performance Certificates have been submitted; and</p> <p>iii. Copies of Operational Experience Certificate(s) from end-users.</p>

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		submission of bids, the same shall be considered equivalent to criteria mentioned in sub-clause 4.3 (i) herein above. The bidder shall submit Purchase Order(s)/ Educational Order(s)/ Contract Agreement(s) in such case along with Completion Certificate(s)/ Goods Receipt Note (GRN).					

Document(s) submitted against each requirement of clause of section III will be separated by separator mentioning the clause number and requirement number. Submitted document(s) may fulfill more than one requirement above in which case separate copies of such document(s) will be appended separately for each requirement.

### 3. Domestic Preference (ITB 33)

3.1 If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

3.2 An individual firm is considered a domestic bidder for purposes of the margin of preference if it is constituted in the country of the Purchaser, has more than 50 percent ownership by nationals of the country of the Purchaser, and if it does not subcontract more than 30 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are constituted in the country of the Purchaser, have more than 50 percent ownership by nationals of the country of the Purchaser, and the JV shall be constituted in the country of the Borrower. The JV shall not subcontract more than 30 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference

3.3 The individual items quoted by domestic bidders will be classified in two groups, as follows:

- (a) **Group A:** individual items having minimum twenty (20) percent value addition<sup>5</sup> through indigenous manufacturing;
- (b) **Group B:** all other items.

3.4 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

3.5 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

3.6 The bids will be compared adding, solely for comparison purposes, an amount of fifteen (15) percent of the CIP (Karachi) or Ex-Works, as the case may be, individual item price from group B. The lowest-evaluated bid determined shall be selected for the award.

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<sup>5</sup> Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

## Section IV. Bidding Forms

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## Bid Submission Form

[The Bidder shall prepare his Bid Submission Form on a Letterhead paper specifying his name and address]

Date: \_\_\_\_\_

IPC No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) \_\_\_\_\_;
- (b) We have no conflict of interest in accordance with ITB 4.2;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.4;
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods: \_\_\_\_\_;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:
  - i) In case of only one lot, total price of the Bid \_\_\_\_\_
  - ii) In case of multiple lots, total price of each lot \_\_\_\_\_
  - iii) In case of multiple lots, total price of all lots (sum of all lots) \_\_\_\_\_
- (f) The discounts offered and the methodology for their application are:
  - i) The discounts offered are: \_\_\_\_\_
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below: \_\_\_\_\_
- (g) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;

- (i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand and accept that the Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders; and
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder\*\_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\*\_\_\_\_\_

Title of the person signing the Bid\_\_\_\_\_

Signature of the person named above\_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

## Appendix to Bid Submission Form

### Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: \_\_\_\_\_ (The "Contract")

To: \_\_\_\_\_ (The "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2) Having been:
    - a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
    - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

- c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
  - 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
  - 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
  - 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

- 3.5) In the case of procurement of goods, works or plants:
- i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
  - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
- 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
- 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
- 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in

particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>6</sup>: \_\_\_\_\_

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

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<sup>6</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

## Form ELI-1.1: Bidder Information Form

Date: \_\_\_\_\_

IPC No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of constitution: [indicate country of Constitution]
Bidder's actual or intended year of constitution:
Bidder's legal address [in country of constitution]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above; <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1; <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.3 documents establishing: <div style="margin-left: 40px;">           a) Legal and financial autonomy;            b) Operation under commercial law;            c) Establishing that the Bidder is not dependent agency of the Purchaser.         </div>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



## Form ELI-1.2: Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date: \_\_\_\_\_  
IPC No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's JV name:
JV member's name:
JV member's country of constitution:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above; <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing: <ul style="list-style-type: none"> <li>a) Legal and financial autonomy;</li> <li>b) Operation in accordance with commercial law; and</li> <li>c) Absence of dependent status, in accordance with ITB 4.3.</li> </ul> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## **Form BLK – 1: Undertaking of Acceptance of and Compliance with the SOP for Blacklisting of Contractors**

- A) I, \_\_\_\_\_ [Insert name and position of authorized signatory] being duly authorized by \_\_\_\_\_ [insert name of the Bidder/members of joint venture (“JV”) in case the bidder is a JV] (hereinafter referred to as the “Bidder”) to execute this undertaking of Acceptance of and Compliance with the “NTDC’s SOP for Blacklisting of Contractors” attached herewith (hereinafter referred to as the “SOP”), hereby certify on behalf of the Bidder that we, \_\_\_\_\_ [insert name of the Bidder] have read and accept the provisions of the SOP.
- B) I further certify, on behalf of the Bidder, that:
- i) This Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the SOP;
  - ii) We have not, directly or indirectly, taken any action which is or constitutes inter alia a corrupt, fraudulent, collusive or coercive act or practice in violation of the SOP; and
  - iii) We shall continue to comply with the terms and conditions of the SOP as and when amended, during period of evaluation of Bids and, in case we are selected for award of Contract, up to satisfactory completion of Contract.

\_\_\_\_\_  
**Authorized signatory**

**For and on behalf of [insert name of the Bidder]**

**Date:** \_\_\_\_\_

**Form BLK – 2:**  
**Affidavit of Blacklisting by NTDC/ WAPDA/ DISCOs/  
any Government/ Public Department/ Donor Agencies**

I, \_\_\_\_\_ [Insert name and position of authorized signatory] being duly authorized by \_\_\_\_\_ [insert name of the Bidder/members of joint venture (“JV”) in case the bidder is a JV] (hereinafter referred to as the “Bidder”) to execute this affidavit, hereby certify on behalf of the Bidder that we, \_\_\_\_\_ [insert name of the Bidder] have not been black listed by NTDC/WAPDA/DISCOs/any Government/Public Department/Donor Agencies at the time of submission of bids for subject Contract.

\_\_\_\_\_  
**Authorized signatory**  
**For and on behalf of [insert name of the Bidder]**

**Date:** \_\_\_\_\_

## Form TTU-1: Type Test Undertaking Form

### -- Note --

The bidder must accomplish the undertaking on stamp paper with bidder's complete name and address.

Chief Engineer (Material Procurement & Management), NTDC

8<sup>th</sup> Floor Shaheen Complex

Egerton Road Lahore, Pakistan

### UNDERTAKING

I / We, the undersigned, do hereby solemnly agree and undertake that,

- i. in case of award of Contract, if the submitted type test reports are not according to NTDC's Type Test Policy, the {...name of bidder...} will carry out type tests as per NTDC Type Test Policy within the quoted Bid price and without affecting the delivery/completion period as mentioned in the Bidding Documents;
- ii. {...name of bidder...} shall submit schedule of type testing from the testing lab within thirty (30) days from signing of Contract; and
- iii. after award of Contract, the {...name of bidder...} shall perform the requisite type tests before delivery of equipment without affecting the delivery/completion period as mentioned in the Bidding Documents within the quoted Bid price.

I undertake further that in case of delay or non-compliance of the above said requirements, NTDC reserves the right to cancel the contract agreement including encashment of performance guarantee and initiate the process of blacklisting as per NTDC SOP for blacklisting.

For and on Behalf of: .....

Authorized Signatory: .....

Sign: .....

Date: .....

Stamp/Seal:

## Form CON-1: Historical Contract Non-Performance, Pending Litigation and Litigation History

(to be completed by the Bidder and by each member of the Bidder's JV)

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

IPC No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1st January [insert current year number less 5] specified in Section III, Evaluation and Qualification Criteria, subclause 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1st January [insert current year number less 5] specified in Section III, Evaluation and Qualification Criteria, subclause 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, subclause 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, subclause 2.3 as indicated below.			
<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), US\$ Equivalent (exchange rate)</b>
		Contract Identification: _____ Name of Purchaser: _____ Address of Purchaser: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

## Form FIN-3.1: Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

IPC No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, US\$ equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITB 32.1 for the exchange rate

## 2. Financial documents

The Bidder and its parties shall provide copies of standalone financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) Reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member);
  - (b) Be independently audited or certified in accordance with local legislation;
  - (c) Be complete, including all notes to the financial statements;
  - (d) Correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements<sup>7</sup> for the \_\_\_\_\_ years required above and complying with the requirements.

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<sup>7</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.



## Form FIN-3.2: Average Annual Turnover

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

IPC No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

		Annual turnover data	
Year	Amount Currency	Exchange rate	US\$ equivalent
[indicate year]	[insert amount and indicate currency]		
Average Annual Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

## Form DEV – 1: Deviations from Technical Provisions

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations to the specified Technical Provisions, these must be listed in the space provided below keeping in view the contents of ITB 30:

Sr. No.	Clause No. of Technical Provisions	Deviations	Remarks (including justification)

[Note: Attach additional sheets, if necessary]

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

## Form DEV – 2: Deviations from Contractual Conditions

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, these must be listed in the space provided below keeping in view the contents of ITB 30:

Sr. No.	Clause No. / Section No.	Deviations	Remarks (including justification)

[Note: Attach additional sheets, if necessary]

Signature and Seal of the Bidder:

## Form BNK – 1: Bank Certificate

(On the letter head of Bank)

This is to certify that M/s..... is a reputed company with a good financial standing.

If the contract for Supply of Goods namely ..... is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of PKR/US\$..... to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager: \_\_\_\_\_

Name of the Senior Bank Manager: \_\_\_\_\_

Address of the Bank: \_\_\_\_\_

Stamp of the Bank

**Note: Certificate should be on the letter head of the bank.**

▪ **Change the text as follows for Joint Venture:**

This is to certify that M/s..... who has formed a JV with M/s..... and M/s..... for participating in this bid, is a reputed company with a good financial standing.

If the contract for supply of Goods namely ..... is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of PKR/US\$..... to M/s..... to meet the working capital requirements for executing the above contract.

[This should be given by each of the JV members in proportion to their financial participation.]

## **Form ORG – 1: Organization Chart**

The Bidder shall provide the Organization Chart of his organization to execute the Contract.

Signature and Seal of the Bidder:

## Form EXP-4.1: Experience

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Legal Name: \_\_\_\_\_

IPC No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No. __/insert specific number] of [total number of contracts] __ required	Information	
Contract Identification	_____	
Award date	_____	
Completion date	_____	
Role in Contract	_____	
Total contract amount	_____	US\$ equivalent_____
If member in a JV, specify participation in total contract amount	_____ %	US\$ equivalent_____
Purchaser's Name:	_____	
Address:	_____	
Telephone/fax number:	_____	
E-mail:	_____	
	_____	

**Form EXP – 4.1 (cont.)**  
**Experience (cont.)**

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages  
JV Member's Legal Name: \_\_\_\_\_

<b>Similar Contract No. __ /insert specific number] of [total number of contracts] __ required</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 4.1 or 4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Other Characteristics	_____

## Form EXP – 4.2: Technical Experience

Fill out one (1) form per contract.

Technical Experience	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
<b>Requirements in Accordance with Criterion 2.4 of Section 3 (Evaluation and Qualification Criteria)</b>	
<b>(i) Product has been in production for at least . . . . . years.</b>	
<b>(ii) Product (or equipment) has been sold a minimum of . . . . . units of similar type and specification over the last three (3) years.</b>	
<b>(iii) Product has been in operation for a minimum of . . . . . .. years.</b>	

Signature and Seal of the Bidder:



**Form EXP-4.2:**  
**MANUFACTURER'S EXPERIENCE OF SUPPLY RECORD**  
 (For a period of Last 10 Years)

Name of the Equipment/Goods: .....

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered Goods (Also see Note # 2 below)	Value of order in equivalent USD at the date of Contract	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactorily ? (Attach a certificate from the Purchaser/consignee)	Contact person along with Telephone No., Fax No. and email address

**Note:**

1. The qualification documents submitted by the Bidder may not be considered for evaluation if copies of contract agreement(s) and completion certificate(s) are not provided with the Bid.
2. The Bidder shall mention Project Name with Country name giving details

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

**Form PER – 1:**  
**PERFORMANCE CERTIFICATE**  
 (to be submitted on original letterhead of the Bidder)

Fill out one (1) form per manufacturer.

It is certified that M/s. \_\_\_\_\_ have  
 supplied the following Goods for the quantities indicated against each.

Sr. No.	Order No. & Date	Designation & address of order placing authority/User	Description of Goods	Quantity	Name of line along with voltage rating where material installed	Date of Commissioning	Performance of Material/ Equipment

The above Goods have been supplied against the mentioned purchase order and its  
 performance is found satisfactory.

Date: \_\_\_\_\_

Signature with seal of Authorized  
 Signatory  
 Designation

**Notes:**

1. In case the bidder has provided Goods to NTDC, they shall furnish details of such Goods in the above Performa which shall be signed by their authorized signatory along with their seal. Certificate is not required from Employer for such projects.
2. Bidder shall attach the copies of contract agreements and operational certificate(s) from end user with this Performa.

3. The Bidder must provide valid contact information (i.e. E-mail and phone numbers) of end-user. The purchaser reserves the right to independently contact any of the end-user to enquire about quality of Goods supplied and this information will be considered in evaluation.

Signature and Seal of the Bidder:

## Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

**A. Price Schedule for Goods to Be Offered from Within the Purchaser's Country**  
**Procurement of 500/220kV, 750MVA Auto-transformer Bank along with Mandatory Spare Parts**

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Item No.	Description	Country of origin	Domestic Value added in percent	Qty. & Unit of Measurement	Unit Price (Ex-Works)	Total Price per item (Ex-Works)	Sales & other Taxes per item	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7=5*6	8	9=7+8	10
1.	<b>525/√3/231/√3/23 kV Auto Transformer Bank<sup>8</sup></b>								
1.1.	525/√3/231/√3/23 kV, 3 x 250 MVA, Auto-Transformer Bank, complete with indoor & outdoor control cubicles, Marshaling Kiosk, bushings having extended creepage distance, terminal connectors, MR Germany or equivalent make OLTC, Surge Arrestors for Tertiary winding, out of delta CT for tertiary winding, Online Condition Monitoring System with two fault gases (H2 and CO) & moisture (2+1) Online DGA, and all other equipment and accessories as specified.			2 Set					
1.2	525/√3/231/√3/23 kV, 250 MVA, Spare Auto-Transformer Unit complete with outdoor control cubicles, bushings having extended creepage distance, terminal connectors, MR Germany or equivalent make OLTC, Surge Arrestors			1 No					

<sup>8</sup> For designing / selection of Tertiary winding and Tertiary Busbar, please refer to Section VII-Schedule of Requirements.

Item No.	Description	Country of origin	Domestic Value added in percent	Qty. & Unit of Measurement	Unit Price (Ex-Works)	Total Price per item (Ex-Works)	Sales & other Taxes per item	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7=5*6	8	9=7+8	10
	for Tertiary winding and all other equipment and accessories as specified.								
1.3	Nitrogen injection explosion prevention and fire protection system (Sergi France or equivalent) for transformer bank, complete with all equipment and accessories as specified and with separate OGST for each transformer unit (i.e 3 Nos. OGST for each Transformer Bank).			2 Set					
1.4	Insulated bus bar (DURESCA make or equivalent) 4000A for interconnection of tertiary bushings to form delta connection of tertiary windings of each auto-transformer bank, as specified, including steel protection box (for enclosing the tertiary bushings & surge arresters for tertiary windings) and all the accessories, attachments, fittings, fastenings, connectors, conductors, hardware, earthing materials etc. as required to complete the tertiary windings interconnections and surge arresters installation in all respects.			2 Set					
1.5	Neutral bus bar complete arrangement including but not limited to aluminum tubular conductor, post insulators with structures, all type of connectors etc. for Auto Transformer Bank.			2 Set					

Item No.	Description	Country of origin	Domestic Value added in percent	Qty. & Unit of Measurement	Unit Price (Ex-Works)	Total Price per item (Ex-Works)	Sales & other Taxes per item	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7=5*6	8	9=7+8	10
2.	<b><u>Mandatory Spare Parts</u></b>								
2.1	i. 550 kV bushing with extended creepage distance complete with gaskets and terminal connectors.			1 No					
	ii. 245 kV bushing with extended creepage distance complete with gaskets and terminal connectors			1 No					
	iii. 52 kV bushing with extended creepage distance complete with gaskets and terminal connectors.			2 No					
	iv. Neutral bushing complete with extended creepage distance with gaskets and terminal connectors.			2 No					
	v. Bushing CT of each type used for								
	a)500 kV			1 Set					
	b)220 kV			1 Set					
	c)Tertiary			1 Set					
	d)Neutral			1 Set					
	vi. Cooling fans with motor and contactor			3 No					
	vii. Pump with motors of each type used (if applicable)			1 Set					

Item No.	Description	Country of origin	Domestic Value added in percent	Qty. & Unit of Measurement	Unit Price (Ex-Works)	Total Price per item (Ex-Works)	Sales & other Taxes per item	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7=5*6	8	9=7+8	10
	viii. Pressure relief device replacement parts			1 Set					
	ix. Tap changer protection relay			1 No					
	x. Cover plate bolts, one of each type			1 Set					
	xi. Buchholz relay			1 No					
	xii. Winding Temperature Indicator resistance type along with remote indicator			1 Set					
	xiii. Oil temperature indicator resistance type along with remote indicator			1 Set					
	xiv. Oil level gauge of each type used			1 Set					
	xv. Auxiliary relays and contactor, one of each type used			1 Set					
	xvi. Tap changer motor drive			1 No					
	xvii. MCB's of each type used			2 Set					
	xviii. Radiators for single phase auto-transformer.			1 Set					
	xix. Remote tap position indicator.			1 No					
	xx. Silicagel			70 kg					
	xxi. Set of Relays and Connectors for control cubicles			1 Set					



Item No.	Description	Country of origin	Domestic Value added in percent	Qty. & Unit of Measurement	Unit Price (Ex-Works)	Total Price per item (Ex-Works)	Sales & other Taxes per item	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7=5*6	8	9=7+8	10
	xxii. Set of Gaskits			2 Set					
	xxiii. Transformer Oil			5,000 liters					
	xxiv. Air Breather each type used			2 Set					
	xxv. Surge Arrestor for Tertiary, Single pole			2 No					
	xxvi. Post Insulator Used for Neutral Bus Bar with terminal connector			2 No					
2.2	Spare Tertiary Insulated Busbar System complete for one Auto Transformer Bank			1 Set					
2.3	Spare parts for Nitrogen Injection fire explosion prevention System as recommended by manufacturer for operating life of the equipment (bidder shall provide the detail along with price break down)			1 Set					
2.4	Spares for Online Condition Monitoring Equipment for Autotransformers as specified.								
3	<b><u>Supervision of erection testing and commissioning of Auto Transformers, Tertiary Insulated Bus Bar &amp; Nitrogen</u></b>								

Item No.	Description	Country of origin	Domestic Value added in percent	Qty. & Unit of Measurement	Unit Price (Ex-Works)	Total Price per item (Ex-Works)	Sales & other Taxes per item	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7=5*6	8	9=7+8	10
	<b><u>injection explosion prevention and fire protection system</u><sup>9</sup></b>								
3.1	Air ticket for round trip to the site (s) in Pakistan.			1 Round trip					
3.2	Daily charges for stay including all boarding / lodging expenses.			42 Man Days					
	<b>Total of Price Schedule A</b>								

**Note:**

1. The applicable specifications are to be read carefully before filling up the Schedule of Prices.
2. In case of discrepancy between unit price and total price, unit price will prevail and the payment will be made accordingly.
3. Column 4: In accordance with margin of preference ITB Clause 33. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
4. Column 6: Incoterm in accordance with ITB 14. Currency in accordance with ITB 15. Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
5. Column 8: Payable in the Purchaser's country if Contract is awarded.
6. For the purpose of bid evaluation, the charges for services for supervision of erection will be based on upto maximum 42 Man days. However, these charges will be paid according to actual number of round trips make and man-days consumed and the payment will be made on the basis of unit rates of the services actually rendered. The quantities shown in the schedule of prices are for estimation and tender comparison.
7. The 500/220 kV Auto-transformer shall be installed as per Section-7 (Schedule of Requirements) and Section-9 (Special Condition of Contract).
8. For designing / selection of Tertiary winding and Tertiary Busbar, please refer to Section VII-Schedule of Requirements.

<sup>9</sup> Expert should be available for proper installation to avoid failure.

9. Detailed calculations shall be provided by 525/ $\sqrt{(3)}$ /231/ $\sqrt{(3)}$ /23 kV auto-transformer's manufacturer for the transferred surges in the tertiary winding of the auto-transformers in accordance with **Appendix-B of IEC 60076-3**. The manufacturer shall suggest rating of the surge arresters for the tertiary winding (and surge capacitors, if required) as per the outcome of the study.
10. Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the bidder.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**B. Price Schedule for Goods to Be Offered from Outside the Purchaser's Country**  
**Procurement of 500/220kV, 750MVA Auto-transformer Bank along with Mandatory Spare Parts**

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Item No.	Description	Country of Origin	Qty. & Unit of measurement	Unit Price				Total Price FOB per item	Total Price CIP Karachi per item
				FOB	C&F Karachi	Insurance	CIP Karachi		
1	2	3	4	5	6	7	8=6+7	9=4*5	10=4*8
<b>1.</b>	<b>525/√3/231/√3/23 kV Auto Transformer Bank<sup>10</sup></b>								
1.1.	525/√3/231/√3/23 kV, 3 x 250 MVA, Auto-Transformer Bank, complete with indoor & outdoor control cubicles, Marshaling Kiosk, bushings having extended creepage distance, terminal connectors, MR Germany or equivalent make OLTC, Surge Arrestors for Tertiary winding, out of delta CT for tertiary winding, Online Condition Monitoring System with two fault gases (H2 and CO) & moisture (2+1) Online DGA, and all other equipment and accessories as specified.		2 Set						
1.2	525/√3/231/√3/23 kV, 250 MVA, Spare Auto-Transformer Unit complete with outdoor control cubicles, bushings having extended creepage distance, terminal connectors, MR Germany or equivalent make OLTC, Surge Arrestors for Tertiary winding and all other equipment and accessories as specified.		1 No						
1.3	Nitrogen injection explosion prevention and fire protection system (Sergi France or equivalent) for transformer bank, complete with all equipment and accessories as specified and with separate OGST for each transformer unit (i.e 3 Nos. OGST for each Transformer Bank).		2 Set						
1.4	Insulated bus bar (DURESCA make or equivalent) 4000A for interconnection of tertiary bushings to form delta connection of		2 Set						

<sup>10</sup> For designing / selection of Tertiary winding and Tertiary Busbar, please refer to Section VII-Schedule of Requirements.

Item No.	Description	Country of Origin	Qty. & Unit of measurement	Unit Price				Total Price FOB per item	Total Price CIP Karachi per item
				FOB	C&F Karachi	Insurance	CIP Karachi		
1	2	3	4	5	6	7	8=6+7	9=4*5	10=4*8
	tertiary windings of each auto-transformer bank, as specified, including steel protection box (for enclosing the tertiary bushings & surge arresters for tertiary windings) and all the accessories, attachments, fittings, fastenings, connectors, conductors, hardware, earthing materials etc. as required to complete the tertiary windings interconnections and surge arresters installation in all respects.								
1.5	Neutral bus bar complete arrangement including but not limited to aluminum tubular conductor, post insulators with structures, all type of connectors etc. for Auto Transformer Bank.		2 Set						
2.	<b><u>Mandatory Spare Parts</u></b>								
2.1	i. 550 kV bushing with extended creepage distance complete with gaskets and terminal connectors.		1 No						
	ii. 245 kV bushing with extended creepage distance complete with gaskets and terminal connectors		1 No						
	iii. 52 kV bushing with extended creepage distance complete with gaskets and terminal connectors.		2 No						
	iv. Neutral bushing complete with extended creepage distance with gaskets and terminal connectors.		2 No						
	v. Bushing CT of each type used for								
	a)500 kV		1 Set						
	b)220 kV		1 Set						
	c)Tertiary		1 Set						
	d)Neutral		1 Set						
	vi. Cooling fans with motor and contactor		3 No						

Item No.	Description	Country of Origin	Qty. & Unit of measurement	Unit Price				Total Price FOB per item	Total Price CIP Karachi per item
				FOB	C&F Karachi	Insurance	CIP Karachi		
1	2	3	4	5	6	7	8=6+7	9=4*5	10=4*8
	vii. Pump with motors of each type used (if applicable)		1 Set						
	viii. Pressure relief device replacement parts		1 Set						
	ix. Tap changer protection relay		1 No						
	x. Cover plate bolts, one of each type		1 Set						
	xi. Buchholz relay		1 No						
	xii. Winding Temperature Indicator resistance type along with remote indicator		1 Set						
	xiii. Oil temperature indicator resistance type along with remote indicator		1 Set						
	xiv. Oil level gauge of each type used		1 Set						
	xv. Auxiliary relays and contactor, one of each type used		1 Set						
	xvi. Tap changer motor drive		1 No						
	xvii. MCB's of each type used		2 Set						
	xviii. Radiators for single phase auto-transformer.		1 Set						
	xix. Remote tap position indicator.		1 No						
	xx. Silicagel		70 kg						
	xxi. Set of Relays and Connectors for control cubicles		1 Set						
	xxii. Set of Gaskits		2 Set						
	xxiii. Transformer Oil		5,000 liters						
	xxiv. Air Breather each type used		2 Set						

Item No.	Description	Country of Origin	Qty. & Unit of measurement	Unit Price				Total Price FOB per item	Total Price CIP Karachi per item
				FOB	C&F Karachi	Insurance	CIP Karachi		
1	2	3	4	5	6	7	8=6+7	9=4*5	10=4*8
	xxv. Surge Arrestor for Tertiary, Single pole		2 No						
	xxvi. Post Insulator Used for Neutral Bus Bar with terminal connector		2 No						
2.2	Spare Tertiary Insulated Busbar System complete for one Auto Transformer Bank		1 Set						
2.3	Spare parts for Nitrogen Injection fire explosion prevention System as recommended by manufacturer for operating life of the equipment (bidder shall provide the detail along with price break down)		1 Set						
2.4	Spares for Online Condition Monitoring Equipment for Autotransformers as specified.								
3	<b><u>Supervision of erection testing and commissioning of Auto Transformers, Tertiary Insulated Bus Bar &amp; Nitrogen injection explosion prevention and fire protection system<sup>11</sup></u></b>								
3.1	Air ticket for round trip to the site (s) in Pakistan.		1 Round trip						
3.2	Daily charges for stay including all boarding / lodging expenses.		42 Man Days						
	<b>Total of Price Schedule B</b>								

**Note:**

- Column 5,6 & 8: Incoterm in accordance with ITB 14. Currency in accordance with ITB 15.
- In case of discrepancy between unit price and total price, unit price will prevail and the payment will be made accordingly.

<sup>11</sup> Expert should be available for proper installation to avoid failure.

3. Column 5: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF price, but the Purchaser may sign the contract on FOB terms and make its own arrangement for transportation and/or insurance.
4. All type of Port Charges i.e., GST, Custom Duties and other port charges are directly paid by NTDC and not through reimbursement.
5. For the purpose of bid evaluation, the charges for services for supervision of erection will be based on upto maximum 42 Man days. However, these charges will be paid according to actual number of round trips make and man-days consumed and the payment will be made on the basis of unit rates of the services actually rendered. The quantities shown in the schedule of prices are for estimation and tender comparison.
6. The 500/220 kV Auto-transformer shall be installed as per Section-7 (Schedule of Requirements) and Section-9 (Special Condition of Contract).
7. For designing / selection of Tertiary winding and Tertiary Busbar, please refer to Section VII-Schedule of Requirements.
8. Detailed calculations shall be provided by 525/ $\sqrt{3}$ /231/ $\sqrt{3}$ /23 kV auto-transformer's manufacturer for the transferred surges in the tertiary winding of the auto-transformers in accordance with **Appendix-B of IEC 60076-3**. The manufacturer shall suggest rating of the surge arresters for the tertiary winding (and surge capacitors, if required) as per the outcome of the study.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



## Form of Bid Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

**Beneficiary:** \_\_\_\_\_

**Invitation for Bids No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Bid Submission Form ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

\_\_\_\_\_  
[signature(s)]

## Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]

Bid No.: [number of bidding process]

Alternative No.: [identification No if this is a Bid for an alternative]

To: [complete name of Purchaser]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our Bid during the period of bid validity specified in the Form of Bid, or any extension thereto provided by us; or
- (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity or any extension thereto accepted by us, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members of the Joint Venture that submits the bid.]

## Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]

Date: [insert date (as day, month and year) of Bid Submission]

IPC No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

### WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us:

[insert name and or brief description of the Goods],

and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

## Beneficial Ownership Declaration Performa

Declaration of Ultimate Beneficial Owners information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified)	Date of Incorporation/registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of natural person who ultimately owns or controls the legal person of arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

## Beneficial Ownership Declaration Performa (cont.)

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by cash subscriber (in figures and words)
			Total numbers of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owners (s).

Name and Signature

(Person authorized to issue notice on behalf of the company)

## Section V. Eligibility Criteria

### Eligibility in AFD-Financed Procurement

1. Financing allocated by the AFD to a Contracting Authority has been entirely untied since 1<sup>st</sup> January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for the AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal persons (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
  - 2.1) Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
  - 2.2) Have been:
    - a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of this contract;
    - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of this contract;
    - c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

- 2.3) Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4) Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.5) Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
  - 2.6) Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of this contract;
  - 2.7) Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to the AFD's satisfaction, through all relevant documents, including its Charter and other information the AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

## **Section VI. AFD Policy - Corrupt and Fraudulent Practices– Social and Environmental Responsibility**

### **1. Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, the AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- (b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a Public Officer means:
  - (i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public



- Officer to act or refrain from acting in his official capacity; or
- (ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- (b) A Public Officer shall be construed as meaning:
- (i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
- (ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
- (iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- (c) Corruption of a private person means:
- (i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
- (ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- (e) Anti-competitive practices mean:
- (i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
- (ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
- (iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## **2. Social and Environmental Responsibility**

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- (i) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- (ii) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

## **PART 2 – Supply Requirements**

## **Section VII. Schedule of Requirements**

### **Contents**

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## 1. List of Goods

Line-Item No	Description of Goods	Physical Unit	Quantity
<b>1.</b>	<b>525/√3/231/√3/23 kV Auto Transformer Bank<sup>12</sup></b>		
1.1.	525/√3/231/√3/23 kV, 3 x 250 MVA, Auto-Transformer Bank, complete with indoor & outdoor control cubicles, Marshaling Kiosk, bushings having extended creepage distance, terminal connectors, MR Germany or equivalent make OLTC, Surge Arrestors for Tertiary winding, out of delta CT for tertiary winding, Online Condition Monitoring System with two fault gases (H2 and CO) & moisture (2+1) Online DGA, and all other equipment and accessories as specified.	Set	2
1.2	525/√3/231/√3/23 kV, 250 MVA, Spare Auto-Transformer Unit complete with outdoor control cubicles, bushings having extended creepage distance, terminal connectors, MR Germany or equivalent make OLTC, Surge Arrestors for Tertiary winding and all other equipment and accessories as specified.	No	1
1.3	Nitrogen injection explosion prevention and fire protection system (Sergi France or equivalent) for transformer bank, complete with all equipment and accessories as specified and with separate OGST for each transformer unit (i.e 3 Nos. OGST for each Transformer Bank).	Set	2
1.4	Insulated bus bar (DURESCA make or equivalent) 4000A for interconnection of tertiary bushings to form delta connection of tertiary windings of each auto-transformer bank, as specified, including steel protection box (for enclosing the tertiary bushings & surge arresters for tertiary windings) and all the accessories, attachments, fittings, fastenings, connectors, conductors, hardware, earthing materials etc. as required to complete the tertiary windings interconnections and surge arresters installation in all respects.	Set	2
1.5	Neutral bus bar complete arrangement including but not limited to aluminum tubular conductor, post insulators with structures, all type of connectors etc. for Auto Transformer Bank.	Set	2
<b>2.</b>	<b><u>Mandatory Spare Parts</u></b>		
2.1	i. 550 kV bushing with extended creepage distance complete with gaskets and terminal connectors.	No.	1
	ii. 245 kV bushing with extended creepage distance complete with gaskets and terminal connectors	No.	1

<sup>12</sup> For designing / selection of Tertiary winding and Tertiary Busbar, please refer to Section VII- Schedule of Requirements.

Line-Item No	Description of Goods	Physical Unit	Quantity
	iii. 52 kV bushing with extended creepage distance complete with gaskets and terminal connectors.	No.	2
	iv. Neutral bushing complete with extended creepage distance with gaskets and terminal connectors.	No.	2
	v. Bushing CT of each type used for		
	a) 500 kV	Set	1
	b) 220 kV	Set	1
	c) Tertiary	Set	1
	d) Neutral	Set	1
	vi. Cooling fans with motor and contactor	No.	3
	vii. Pump with motors of each type used (if applicable)	Set	1
	viii. Pressure relief device replacement parts	Set	1
	ix. Tap changer protection relay	No.	1
	x. Cover plate bolts, one of each type	Set	1
	xi. Buchholz relay	No.	1
	xii. Winding Temperature Indicator resistance type along with remote indicator	Set	1
	xiii. Oil temperature indicator resistance type along with remote indicator	Set	1
	xiv. Oil level gauge of each type used	Set	1
	xv. Auxiliary relays and contactor, one of each type used	Set	1
	xvi. Tap changer motor drive	No.	1
	xvii. MCB's of each type used	Set	2
	xviii. Radiators for single phase auto-transformer.	Set	1
	xix. Remote tap position indicator.	No.	1
	xx. Silicagel	kg	70
	xxi. Set of Relays and Connectors for control cubicles	Set	1
	xxii. Set of Gaskets	Set	2
	xxiii. Transformer Oil	liters	5,000
	xxiv. Air Breather each type used	Set	2
	xxv. Surge Arrestor for Tertiary, Single pole	No.	2
	xxvi. Post Insulator Used for Neutral Bus Bar with terminal connector	No.	2
2.2	Spare Tertiary Insulated Busbar System complete for one Auto Transformer Bank	Set	1
2.3	Spare parts for Nitrogen Injection fire explosion prevention System as recommended by manufacturer for operating life of the equipment (bidder shall provide the detail along with price break down)	Set	1
2.4	Spares for Online Condition Monitoring Equipment for Autotransformers as specified		

Line-Item No	Description of Goods	Physical Unit	Quantity
3	<b><u>Supervision of erection testing and commissioning of Auto Transformers, Tertiary Insulated Bus Bar &amp; Nitrogen injection explosion prevention and fire protection system<sup>13</sup></u></b>		
3.1	Air ticket for round trip to the site (s) in Pakistan.	Round trip	1
3.2	Daily charges for stay including all boarding / lodging expenses.	Man Days	42

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<sup>13</sup> Expert should be available for proper installation to avoid failure.

## 2. Delivery and Completion Schedule

The delivery period shall start from the date of signing of the Contract Agreement

Sr. No.	Description of Goods or Related Services (Lot)	Delivery Period Required	Location	Delivery Period Offered
1.	500KV/220KV 750MVA AUTO- TRANSFORMER BANK	330 days	CIP-Karachi/Ex- Works Pakistan	



### **3. Technical Specifications**

#### **3.1 SPECIFICATIONS – SPECIAL PROVISIONS**

##### **GENERAL**

- 1.1 All designs, equipment, materials and workmanship shall comply with and be tested in accordance with requirements of the specifications/NTDC type test policy. Equipment or parts, which are not covered by the specifications, shall comply with rules, codes and regulations of the international electro-technical commission or approved National Standardizing bodies.
- 1.2 In case of contradiction between the technical requirements mentioned herein and relevant specifications appended with the tender, the former shall prevail.
- 1.3 The specific reference in these specifications and documents to any material/equipment by brand name, make or catalogue number shall be constructed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable Purchaser to determine its acceptability. Purchaser shall be the sole judge on the acceptability or otherwise, of such alternative material/equipment.
- 1.4 The Bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers designated by Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brands name and/or catalogue numbers in its Bid, provided that it demonstrates to Purchaser satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specifications.
- 1.5 The contract shall be executed in strict conformity with the specifications and/or Drawings given or mentioned in this section and the supplier shall do no 'Work' without proper specifications, instructions and/or Drawings.
- 1.6 Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa. It shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Purchaser whose written explanation and/or clarification shall be obtained before proceeding with the work.

- 1.7 Approval by the Purchaser does not relieve the bidder/Manufacturer/ Supplier of his responsibility to do the work in accordance with the Contract/Specifications.
- 1.8 The bidder/Manufacturer/ Supplier shall be responsible for any discrepancies, errors omissions in any drawings or other particulars supplied by him whether the Purchaser has approved such drawings or particulars or not.
- 1.9 All drawings and documents furnished by the Manufacturer/Supplier in accordance with the Contract shall become the property of the Purchaser.
- 1.10 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relates to a particular country or regions, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- 1.11 NTDC reserves the right to delete or increase/decrease any item from any Lot before award of contract.

## 2. **LANGUAGE**

All correspondence, literature, drawings, name plates, diagrams, applicable data, equipment details, instructions and maintenance books and manuals, spare parts, books and descriptive data shall be in the English language.

## 3. **DETAILED TECHNICAL SPECIFICATIONS**

- 1 List of relevant NTDC standard specifications for Equipment and other hardware items is given herein below. Detail specifications are provided in Volume II (soft copy).

Sr. No.	Specification Title	Spec No.
1.	500kV Auto Transformer Bank	P-Draft
2.	Nitrogen Injection, explosion prevention and Fire protection system for Auto-transformers	P-Draft
3.	Online Condition Monitoring Equipment for Autotransformers	P-250:2023

- 2 The specification mentioned above shall apply. The requirements indicated in subsequent clauses shall also have to be met. In case any requirement given in the said

clauses differs from that given in the main specification, the requirement given herein shall prevail.

- 3 All the equipment shall have continuous and short circuit current rating as specified in Schedule of Prices. In case the equipment rating defined in specification is different from the rating mentioned in description in Schedule of Prices, the later shall prevail.
- 4 The Auto transformers shall be equipped with bushing CT's as following:

S. #	Description	CT Ratio
1	500/220 kV Bushing CTs (500 kV Side)	3000-2500-2000-1200/1A
2	500/220 kV Bushing CTs (220 kV Side)	3000-2500-2000-1200/1A
3	500/220 kV Bushing CTs (Neutral Side)	3000-2500-2000-1200/1A
4	500/220 kV Bushing CTs (Tertiary Winding)	4500-3000/1A

The above-mentioned CT ratios are for tendering purpose only. The exact ratio will be confirmed at technical data approval stage and the bidder will supply the CTs accordingly within award price and delivery time.

- 5 In Schedule of Prices wherever extended creepage distance is required/mentioned it shall be taken as 31mm/kV.
- 6 Following requirements relating to the tertiary winding and tertiary bus bars shall be considered:
  - 6.1 The auto-transformers shall have stabilizing tertiary windings designed to limit voltage unbalance when the main load is asymmetrical, to suppress harmonics, to allow sufficient earth fault current to flow for operation of protective gear and stabilizing winding shall have reactance suitable to limit the circulating currents to avoid overheating of windings.
  - 6.2 Tertiary windings shall be capable of withstanding the current resulting from any of the system faults. Windings temperature shall not exceed the maximum permitted value under any of the system fault conditions (including line-to-neutral faults) and under the most stringent loading conditions of HV / LV (including full single phase loading) windings so as to avoid overheating of tertiary windings, causing damage to its insulation.
  - 6.3 The minimum insulation level of  $U_m=36\text{kV}$  (one step higher) for the 23kV tertiary winding shall be used. Therefore, the data provided in Table-1 in NTDC Specification of 500kV Auto Transformer Bank may be read as follows:

7	Rated highest voltage (insulation class), kV rms	
	c) Tertiary Winding	36
10	Insulation Level	

	c) For tertiary winding:	
	i) Impulse withstand level, kV peak	200
	ii) Power frequency withstand level, kV rms	70

All other technical parameters and clearances shall be provided / given by manufacturer as per minimum insulation level of  $U_m=36\text{kV}$ .

- 6.4 The minimum insulation level of Tertiary bushings will be 52kV instead of 24kV. Therefore, the data provided regarding Tertiary bushings in Table-1 in NTDC Specification of 500kV Auto Transformer Bank may be read as follows:

21	Bushing Ratings	
	c) 52kV Tertiary Bushings:	
	i) Current rating, A, rms	4000
	ii) Impulse withstand level kV, peak	250
	iii) Power frequency withstand level, one-minute dry kV, rms	95
	iv) Power frequency withstand level, 10 sec. wet, kV, rms	95

- 6.5 The manufacturer shall submit the calculation for transferred overvoltage in the non-impulse winding based upon the winding capacitances and mutual inductance and shall ascertain that it will not damage the non-impulse winding. Detailed calculations shall be provided by manufacturer for the transferred surges in the tertiary winding of the auto-transformers in accordance with Appendix-B of IEC 60076-3. The manufacturer shall also suggest rating of the surge arresters for the tertiary winding (and surge capacitors, if required) as per the outcome of the study.
- 6.6 The tertiary winding shall be connected externally through insulated pipe to form the delta. The current rating of the same shall be verified/confirmed by the manufacturer keeping in view the requirements laid down in sub-clause 6.2 above.
- 6.7 One corner of Tertiary Delta Winding shall be grounding externally as per Appendix-B, IEC 60076-3.
- 6.8 The insulated bus bar for making delta shall be provided by the manufacturer, and it will be made sure that the insulation of bus-bar is specifically designed for outdoor usage, meeting the service conditions as mentioned in the transformer specification. Further, all the insulated bus-bars (pipes) should comply with requirement laid down for out-door Busbars under BS-159 "High Voltage Busbar and Busbars Connection" or equivalent IEC standards.
- 6.9 The insulation class of the insulated bus bar shall not be less than 52kV in any case; however, higher rating bus bar shall be supplied if the outcome of the study i.e.

transferred overvoltage in tertiary winding require so, as mentioned in sub-clause 6.5 above.

- 6.10 The manufacturer shall use non-metallic material like fiber glass for bus bar clamping structure and in the cable box where pipe enter of exit the box. Further proper rubber sleeves/rubber boots shall be used where the pipe/Busbar come in the contact with metallic parts e.g. clamping structure / cable box. The detail drawing for bus bar interconnection including clamping structure material and arrangement shall be supplied for the approval of the employer.
- 6.11 It will be ensured that no magnetic path shall be formed in clamping structures and cable box and any metallic part in the vicinity of the tertiary bus bars.
- 6.12 Extended warranty of 5 years should be provided for Busbar from the Manufacturer.

#### 4. **SCHEDULE OF TECHNICAL DATA**

Schedules of technical data regarding equipment/ material be supplied are attached as **Annex-A**. The bidder is required to fill the requisite schedule of technical data and submit the same with the bid and/or for primary technical parameters, Type C of Table-1 for the Auto Transformer specifications have to be considered.

All allied equipment/material offered as a part of main equipment may have values over and above IEC ratings/values if not specified in NTDCL specifications.

#### 5. **STANDARDS AND TYPICAL DESIGN**

##### 5.1 **Applicable Standards and Codes**

- (1) All Goods and design shall be generally in accordance with latest revision of the standards specified in this Section-VII (Schedule of Requirement) except where specified otherwise. If these specifications conflict with any or all the standards stated herein, these specifications shall have precedence and shall govern.
- (2) In case deviation from the above standards is minor, approval of the Purchaser 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 Purchaser.

#### 6. **SCHEDULE AND MEETINGS**

##### 6.1 **Schedule**

- (1) The Supplier/manufacturer shall manufacture & supply the Goods in accordance with the period(s) specified in Delivery and Completion Schedule herein above.

- (2) Each group of Goods shall be completely delivered. The Supplier shall keep the Purchaser informed of the progress of the Contract and notify the Purchaser approximately **six (06) 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 Purchaser 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 etc. 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.

## 6.2 Meetings

- (1) Soon after the date of Award of Contract, the Purchaser may require a meeting with the Supplier and its technical expert having relevant experience of similar projects at a place mutually agreed upon, to discuss scheduling of drawings & data, manufacture, testing & inspection, scheduled sequences of delivery.
- (2) From time to time during the execution of the Contract, the Purchaser may call meetings as deemed necessary for the purpose of progress monitoring and proper execution of the Contract.
- (3) As required by the Purchaser, 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.

## 7 **ERECTION, TESTING AND COMMISSIONING**

A technical expert having relevant experience of similar projects from supplier must be provided for supervision of erection, testing and commissioning of Auto Transformers, Tertiary Insulated Bus Bar & Nitrogen injection explosion prevention and fire protection system for successful execution of the contract.

## **4. Drawings**

### **1 Drawings in Contract**

#### **1.1 Specification Drawings**

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

### **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/data submitted for approval shall conform to ISO paper sizes A3 or A4.

The Supplier shall submit detailed drawings/data for approval by the Purchaser, 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.

#### **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 Purchaser, 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 550kV/ 245kV/ 132kV Grid Station equipment as mentioned in 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 Purchaser.

The time for approval or otherwise, of the Supplier's above mentioned submissions shall be fourteen (14) working days after its receipt thereof. In case of non-compliance of above mentioned submissions with tender requirements, all delay incurred will be on the part of Contractor and will not entitle the Contractor to any extension in Contractual Completion time.

## **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.

## **3 Submission and Approvals**

### **3.1 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser, the Supplier shall state in his letter of re-submittal his reasons for not complying with the Purchaser's exceptions. Revision number and date and description of change shall be shown on all drawings or calculations revised.

### **3.2 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 Purchaser 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 Purchaser shall not be construed as a complete check but will indicate only that the detailing is satisfactory. Approval by the Purchaser 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.

#### **4 Consignee:**

Manager (Custom Clearance & Logistics),  
NTDC, Bungalow No. 44/N-1, Block-6,  
PECHS Karachi, Pakistan.  
Phone# 021-99332548  
Fax# 021-99332549  
E-mail: ccl.ntdcl@gmail.com

##### **4.1 Ultimate Consignee:**

Chief Engineer (Material Procurement & Management),  
National Transmission & Despatch Company Ltd. (NTDC),

8th Floor, Shaheen Complex, Egerton Road  
Lahore, Pakistan  
Postal Code: 54000  
Telephone: (0092) 42-99202597  
Fax No.: +92-42-99202173  
E-mail address: cempm@ntdc.com.pk

Destination	-----
Contract No.	-----
Weight and Dimension	-----
Name of Project	-----
Serial Number	-----
Inscription	“NTDC”

#### **5 TRANSPORTATION OF GOODS**

##### **5.1 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 220kV Substation Vehari **NTDC** and shall be solely responsible for the safe and expeditious transportation and arrival of all shipments at Karachi Sea Port.

## **5.2 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) or any other ocean carriers acceptable to NTDC. 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.

## **6 SHOP INSPECTION AND ORDERS FOR GOODS**

### **6.1 Inspection**

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

### **6.2 Goods Orders**

The Supplier shall, if requested, provide the Purchaser 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 Purchaser with any other relevant information requested to ensure proper expediting and scheduling of the deliveries.

### **6.3 Acceptance of Materials**

The approval by the Purchaser 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.

## 5. Inspections and Tests

### 5.1 TYPE TESTS

- i. The bidder shall offer type tested equipment mentioned in NTDC Type Test Policy from one of the testing Laboratories given in Part-1 of said Policy, in accordance with scope mentioned in Part-2 of said Policy and relevant NTDC tender specifications/ IEC along with the bid.
- ii. All Type Test Certificate, reference list, etc. shall be in English language. If Type Test Reports are not available or incomplete as per above mentioned NTDC requirement as per Type Test Policy of NTDC, the bidder shall submit an unconditional undertaking that in case of award of Contract, he shall carry out type tests as per NTDC Type Test Policy within the quoted bid price without affecting the delivery/ completion period stipulated in Bidding Documents.
- iii. During evaluation, the Employer may seek any information and timelines regarding missing tests which in his opinion, are required to be performed as per Specifications, from the bidder(s) through post-bid clarification. In case of non-submission of the requisite missing data/ unconditional undertaking/confirmation by the bidder within stipulated time, the bid shall be rejected.
- iv. After issuance of Notification of Award, the bidder shall be required to furnish the confirmed type test schedule on letter head of prescribed testing lab before signing of Contract Agreement. In case of delay or non-submission of requisite details, Employer shall have the right to cancel Notification of Award including encashment of bid security/Performance guarantee and move to the next lowest responsive bidder.
- v. In the event of any discrepancy in the type test reports i.e. any test report not acceptable due to any design/manufacturing changes (including substitution of components) or due to non-compliance with the requirement stipulated in the Technical Specification or any/all additional type tests not carried out, same shall be carried out without additional cost implication to the Purchaser as per NTDC latest type test policy attached herewith in Annexure-II.
- vi. After signing of Contract Agreement, the bidder shall carry out the requisite type tests/FAT and execute Contract within stipulated time period. In case of failure, Employer shall have the right to forfeit Performance Guarantee of the Contractor.
- vii. The offered plant/equipment, not covered in NTDC's Type Test Policy, shall be type tested as per relevant NTDC specification.

## 6. Technical Provisions

- i. Red lead should be forbidden from epoxy primer as per requirement in clause 5.10 of Auto Transformer specifications.
- ii. Environment friendly water-based coating without solvents shall be used to ensure low VOC emissions as per requirement in clause 5.10 of Auto Transformer specifications.
- iii. The conservator should be positioned so as not to restrict access to the bushings and equipment as per requirement in clause 6.11 of Auto Transformer specifications. It must be placed either on the roof of the tank, or at the end of the tank on the side opposite the tertiary bushings. Its positioning must not hinder access to the tap changer if it exists.
- iv. Following accessory is added in clause 6 of Auto Transformer specifications.  
Steel ladder with safety guard: The transformer shall be fitted with a steel ladder to provide ease during erection, testing and maintenance of the transformers. Protective devices shall be provided with the ladder to restrain climbing when transformer is energized. Safety railing equipment shall also be designed and supplied for temporary installation during de-energized state to provide perimeter fall protection for personnel on the tank cover.
- v. Resin Impregnated Paper (RIP) bushings of condenser type should be used instead of OIP as per requirement of clause 7 of Auto Transformer specifications.
- vi. The short circuit withstand current rating for design consideration is 50KA.
- vii. Insulation withstand levels are specified in below table:

500kV		220kV		132kV	
Lightning impulse withstand voltage	1550kV	Lightning impulse withstand voltage	1050kV	Lightning impulse withstand voltage	650kV
Switching impulse withstand voltage	1175kV	Switching impulse withstand voltage	850kV	Power frequency withstand voltage	275kV
Power frequency withstand voltage	680kV	Power frequency withstand voltage	460kV		

## **PART 3 - Contract**

# Section VIII. General Conditions of Contract

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## Section VIII. General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “AFD” means the Agence Française de Développement;
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto;
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;
- (e) “Day” means calendar day;
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
- (g) “GCC” means the General Conditions of Contract;
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract;
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC);
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC;
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract;
- (l) “SCC” means the Special Conditions of Contract;
- (m) “Subcontractor” means any natural person, private or state entity, or a combination of the above, to whom any part of



the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;

- (n) “Supplier” means the natural person, private or state entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement;
- (o) “The Project Site,” where applicable, means the place named in the SCC.

**2. Contract Documents**

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Fraud and Corruption**

- 3.1 The AFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 1 to the SCC.

**4. Interpretation**

- 4.2 If the context so requires it, singular means plural and vice versa.

4.3 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms;
- (b) The terms CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.4 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.5 Amendment

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.

4.6 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) 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;
- (b) 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.

#### 4.7 Severability

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.

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. 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 which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### 7. Eligibility

- 7.1 All Goods and Related Services to be supplied under the Contract and financed by the AFD shall have their origin in any eligible source as specified in the **SCC**. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another

commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

**9. Governing Law**

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.

**10. Settlement of Disputes**

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) The Purchaser shall pay the Supplier any monies due the Supplier.

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| <b>11. Inspections and Audit by the AFD</b> | <p>11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.</p> <p>11.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the AFD and/or persons appointed by the AFD to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD.</p>         |
| <b>12. Scope of Supply</b>                  | <p>12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.</p>   |
| <b>13. Delivery and Documents</b>           | <p>13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.</p>   |
| <b>14. Supplier's Responsibilities</b>      | <p>14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.</p>   |
| <b>15. Contract Price</b>                   | <p>15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.</p>   |
| <b>16. Terms of Payment</b>                 | <p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> |

- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and Duties**
- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country as specified in the **SCC**, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) The Purchaser or Supplier need to share with the AFD or other institutions participating in the financing of the Contract;
- (b) Now or hereafter enters the public domain through no fault of that party;
- (c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin;

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser;

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their named place of destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' named place of

destination and the absence of heavy handling facilities at all points in transit.

23.2 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 requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

**25. Transportation**

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.



**26. Inspections and Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, and/or at the Goods' named place of destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall

repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of named place of destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the named place of destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent  
Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct

any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

### **31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the

performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipment or packing;
- (c) The place of delivery; and
- (d) The Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this

Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

#### **35. Termination**

##### **35.1 Termination for Default**

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) If the Supplier fails to perform any other obligation under the Contract; or

(iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 35.2 Termination for Insolvency

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

### 35.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective;
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

- 36. Assignment**                      36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
- 37. Export  
Restriction**                      37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the AFD that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.



## Section IX. Special Conditions of Contract

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

<b>GCC 1.1(i)</b>	The Purchaser's country is: <b>Islamic Republic of Pakistan</b>
<b>GCC 1.1(j)</b>	<p>The Purchaser is: National Transmission &amp; Despatch Company Limited (NTDC)</p> <p><b>And is represented by:</b></p> <p><b>Chief Engineer (Material Procurement &amp; Management), NTDC</b>  8<sup>th</sup> Floor, Shaheen Complex, Egerton Road,  Lahore-Pakistan.  Telephone No. 92-42-99202597  Fax No. 92-42-99202173  E-mail address: <a href="mailto:cepm@ntdc.com.pk">cepm@ntdc.com.pk</a></p>
<b>GCC 1.1 (o)</b>	The Project Site(s) is <b>220kV Substation Vehari.</b>
<b>GCC 4.2</b>	<p>The version of Incoterms shall be: <b>2020</b></p> <p>In these Bidding Documents, when using "CIP (Karachi)" and not referring to the transfer of risk, the term "delivery" shall be interpreted as the date and place where the Goods and Related Services arrive at the named place of destination, and this date shall be reflected in the Delivery and Completion Schedule.</p>
<b>GCC 5.1</b>	<p>The governing and communication language shall be English</p> <p>The language for translation of supporting documents and printed literature is: <b>English.</b></p> <p>Translation shall be notarized.</p>
<b>GCC 7.1</b>	Goods and services from countries under embargo from France, the European Union or the United Nations are not eligible.

<b>GCC 8.1</b>	<p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p><b>Chief Engineer (Material Procurement &amp; Management), NTDC</b>  8<sup>th</sup> Floor, Shaheen Complex, Egerton Road,  Lahore, Pakistan  Postal Code: 54000  Telephone: +92-42-99202597  Fax No. 92-42-99202173  E-mail address: <a href="mailto:cempm@ntdc.com.pk">cempm@ntdc.com.pk</a></p>
<b>GCC 9.1</b>	The governing law shall be the <b>Laws of Islamic Republic of Pakistan</b>
<b>GCC 10.2</b>	<p><u>The formal mechanism for the resolution of disputes shall be:</u></p> <p>For a contract with a Foreign Supplier:  In case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. The arbitration procedure shall be administered by the Singapore International Arbitration Centre.</p> <p>Place of Arbitration: Singapore</p> <p>For a contract with a Domestic Supplier:  In case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration procedures in the Purchaser's country.  Place of Arbitration shall be Lahore, Pakistan.</p>
<b>GCC 12.1</b>	<p>The Scope of Supply shall be defined in: Section–VII (Schedule of Requirements) including the Specifications[Volume-II(soft copy)], and Schedules of Technical Data (Annex-A).</p> <p>[Note: at the time of awarding the contract, the Purchaser shall specify any change in the scope of supply with respect to Section-7 (Schedule of Requirements) included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.]</p>
<b>GCC 13.1</b>	<p><b>For Goods supplied from abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or by electronic way previously agreed between parties the full details of the shipment, including Contract number, description of Goods, quantity, the mode of transport, the bill of lading number and date, place of loading, date of shipment, place of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>i) Original and four (04) copies of the Supplier's invoice showing Goods description, quantity, unit price and total amount.</li> </ul>

	<ul style="list-style-type: none"> <li>ii) Original and four copies of the negotiable clean, on board bill of lading marked "freight prepaid".</li> <li>iii) Original and four (04) copies of the packing list identifying contents of each package.</li> <li>iv) Original and four (04) copies of the Insurance certificate.</li> <li>v) Original and four (04) copies of the Manufacturer's/Supplier's warranty certificate.</li> <li>vi) Original and four (04) copies of the Inspection certificate issued by the Purchaser or its designated representative, and letter of waiver or the manufacturer's factory inspection report.</li> <li>vii) Original and four (04) copies of the Certificate of origin, issued by the chamber of commerce.</li> <li>viii) Any other document as necessary due to statutory requirements.</li> </ul> <p><b>Note:</b> Upon shipment the foreign supplier shall notify the Purchaser and the Insurance Company by fax/cable/ email 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. A set of non-negotiable/ copy of the above documents shall be received by the Purchaser at least fourteen (14) days before arrival of the Goods at the port, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>In addition to this, one complete set of above mentioned documents should be submitted to Purchaser for inspection purpose at Purchaser's designated Warehouse.</p> <p><b>For Goods from within the Purchaser's country:</b> Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and submit the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>a) Original and four (04) copies of the Supplier's invoice showing the description of Goods, quantity, unit price, and total amount.</li> <li>b) Original and four (04) copies of clean on board Bill of Entry for imported raw material as per ITB Clause 15: Currencies of Bid &amp; SCC Clause 16.4: Terms of Payment.</li> <li>c) Original and four (04) copies of the Delivery Note. railway receipt, or truck receipt</li> <li>d) Original and four (04) copies of the Manufacturer's or Supplier's warranty certificate.</li> <li>e) Original and four (04) copies of the Insurance certificate.</li> <li>f) Original and four (04) copies of the Inspection certificate issued by the Purchaser or its designated representative, and letter of waiver or the manufacturer's factory inspection report; and</li> <li>g) Original and four (04) copies of the Certificate of origin.</li> </ul>
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	The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
<b>GCC 13.2</b>	<p>Add the following new Sub-Clause after GCC 13.1:</p> <p>An un-excused delay by Supplier in performance of its delivery obligations shall render the Supplier liable to any or all of the sanctions including but not limited to; forfeiture of its Performance Security, imposition of Liquidated Damages, and/or termination of the Contract for default.</p>
<b>GCC 14.2</b>	<p>Add the following new Sub-Clause 14.2 after GCC 14.1:</p> <p>A penalty at twice the rate of the capitalized costs of no-load and load losses indicated hereunder shall be payable by the supplier for the losses measured in excess of the guaranteed values:</p> <p>Capital cost of no-load loss..... US\$ 8300 per kW</p> <p>Capital cost of load loss including..... US\$ 4000 per kW consumption of fan/pump motors</p>
<b>GCC 15.1</b>	The price adjustment shall be applicable as per <b>Annex-B: Price Adjustment Formula</b> of Section IX.
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in (Euro) in the following manner:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in Section-X of the bidding documents</p> <p>(ii) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid [through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country]/Direct Payment Procedure upon request of NTDC, upon submission of documents specified in GCC Clause 13;</p> <p>(iii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser on fulfilling the requirements of (i) receipt of all Goods under the Contract at Site specified for each Lot in SCC Clause 1.1(o) ; (ii) carrying out of insurance survey in accordance with SCC Sub-Clause</p>

	<p>24.2; (iii) issuance of Goods Receipt Note (GRN) of entire quantity of Goods by the Purchaser;</p> <p><b>Payment for Goods and Services supplied from within the Purchaser’s country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser’s country shall be made in PKR, as follows:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in Section-X of the bidding documents</p> <p>(ii) <b>On Delivery:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid [through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country]/Direct Payment Procedure upon request of NTDC, upon submission of documents specified in GCC Clause 13;</p> <p>(iii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser on fulfilling the requirements of (i) receipt of all Goods under the Contract at Site specified for each Lot in SCC Clause 1.1(o) ; (ii) carrying out of insurance survey in accordance with SCC Sub-Clause 24.2; (iii) issuance of Goods Receipt Note (GRN) of entire quantity of Goods by the Purchaser.</p> <p>Payment of local currency portion shall be made in PKR within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>100% Payment of Services i.e. “Inland Transportation” shall be paid after Successful/Safe &amp; Sound Shifting, Unloading &amp; Stacking of the material at NTDC warehouse/respective site and subsequent issuance of Completion Certificate by Deputy Manager (Warehouse) NTDC</p>									
<b>GCC 16.1</b>	<table><tr><th>No.</th><th>Item</th><th>Procedure</th></tr><tr><td>1</td><td>Advance payment</td><td>Transfer Procedure (Direct payment by the AFD acting on duly authorized request of the Purchaser).</td></tr><tr><td>2</td><td>Payment for the Goods and Related Services supplied from outside Purchaser's Country</td><td>(Through Irrevocable Letter of Credit)/ Direct Payment Procedure.</td></tr></table>	No.	Item	Procedure	1	Advance payment	Transfer Procedure (Direct payment by the AFD acting on duly authorized request of the Purchaser).	2	Payment for the Goods and Related Services supplied from outside Purchaser's Country	(Through Irrevocable Letter of Credit)/ Direct Payment Procedure.
No.	Item	Procedure								
1	Advance payment	Transfer Procedure (Direct payment by the AFD acting on duly authorized request of the Purchaser).								
2	Payment for the Goods and Related Services supplied from outside Purchaser's Country	(Through Irrevocable Letter of Credit)/ Direct Payment Procedure.								

	3	Payment for the Goods and Related Services supplied from within the Purchaser's Country	(Through Irrevocable Letter of Credit)/ Direct Payment Procedure.
	4	Taxes (GST applicable)	General Sales Tax if levied & applicable on finished local Goods shall be initially paid by the Supplier and the same shall be reimbursed as per actual by the Purchaser upon production of invoice & proof of payment. (Refer GCC 17) All payments shall be subject to relevant Withholding Rules, where applicable.
<b>GCC 16.4</b>	The currencies for payment shall be as stated in Schedule of Prices.		
<b>GCC 17.2</b>	<p>This Clause is replaced with the followings:</p> <p>For Goods supplied from within the Purchaser's Country, the Supplier shall be entirely responsible for inland payment of all taxes, including but not limited to all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.</p> <p><i>However, sales tax and all other taxes applicable in the Purchaser's country and payable on the finished Goods, shall be reimbursed by the Purchaser.</i></p>		
<b>GCC 18.1</b>	<p>The Supplier shall provide a Performance Security of <b>10%</b> percent of the Contract Price or any other percentage specified by the Purchaser, if required under ITB 42.</p> <p>The Performance Security shall be denominated in the same currency(ies) as of the Contract Price or in a freely convertible currency acceptable to the Purchaser with the proviso that the foreign currency exchange risk, in case of encashment of the Performance Security shall be borne by the Supplier.</p>		

<b>GCC 18.3</b>	<p>The Supplier shall provide a Performance Security as per format given in <b>Section-X (Contract Forms)</b> of the Bidding Documents.</p> <p>At the Supplier's option, the Performance Security shall be in the form of an unconditional Bank Guarantee from either (a) any Scheduled Bank in Pakistan, or (b) a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan to make it enforceable.</p> <p>For avoidance of doubt, the Bank Guarantee issued by a foreign bank, without counter-guarantee from a Scheduled Bank in Pakistan shall not be considered as an acceptable Bank Guarantee.</p> <p>The cost of complying with the requirements of this Sub-Clause shall be borne by the Supplier.</p>
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<b>GCC 23.2</b>	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <ol style="list-style-type: none"> <li>1) <b>Packing</b> <ol style="list-style-type: none"> <li>(i) 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.</li> <li>(ii) The final packing shall be such that the weight and dimensions of packages are within reasonable limits in order to facilitate handling, storage and transportation.</li> <li>(iii) Before any shipment/delivery is made, the Supplier shall get detailed drawings of the packing approved by the Purchaser.</li> </ol> </li> <li>2) <b>Lifting</b> <p>The method of lifting, type of equipment and type of slings, used for handling the wooden boxes are subject to approval by the Purchaser.</p> </li> <li>3) <b>Slings</b> <p>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.</p> </li> <li>4) <b>Marking</b> <ol style="list-style-type: none"> <li>4.1) <b>Identification Marking</b> <ol style="list-style-type: none"> <li>(i) All members, parts, units or 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. <p>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.</p> </li> <li>(ii) 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</li> </ol> </li> </ol> </li> </ol>
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	<p>contains so that it can be easily checked upon delivery. A packing list shall be included in each crate or box.</p> <p>(iii) 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.</p> <p>(iv) All boxes weighing in excess of 500 kilograms shall be adequately marked for straining and lifting. Whenever necessary the boxes shall be provided with lifting hooks attached by means of vertical rods secured to strong bottom supports.</p> <p><b>4.2 Container Marking</b></p> <p>In addition to labels and marking indicated above all packages, bundles, containers cases or boxes shall be clearly and boldly marked on two opposite sides and on the top and all reels on both sides as follows:</p> <p>Ultimate Consignee    Chief Engineer (MP&amp;M) NTDC, 8th Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan. Through Chief Engineer (Custom Clearance &amp; Logistics) NTDC, Karachi, Pakistan.</p>
<b>GCC 24.1</b>	<p>Pursuant to GCC, Sub-Clause 24.1,</p> <p>i. For Goods to be provided from outside the Purchaser Country the Supplier must insure the Goods in the joint names of the Purchaser and the Supplier in an amount equal to <b>110%</b> of CIP (Karachi) price of the Goods from warehouse to warehouse on “All Risks Basis”, including but not limited to war risks, strikes, riot and civil commotion (SRCC), fire, smoke, explosion, terrorism, collision, overturn, derailment, flood, theft or attempted theft.</p> <p>ii. For Goods to be provided from within the Purchaser Country, the Supplier must insure the Goods in the joint names of the Purchaser and the Supplier in an amount equal to <b>110%</b> of the EXW plus Transportation to Site as specified each lot in SCC Clause 1.1(o) price of the Goods from warehouse to warehouse on “All Risks Basis”, including but not limited to war risks, strikes, riot and civil commotion (SRCC), fire, smoke, explosion, terrorism, collision, overturn, derailment, flood, theft or attempted theft.</p>

<b>GCC 24.2</b>	<p>Add the following new Sub-Clause after 24.1:</p> <p>The insurance must remain in force for a period of ninety (90) calendar days after receipt of all Goods under the Contract at Site as specified each lot in SCC Clause 1.1(o), and conducting of insurance survey by the insurer. The Supplier shall arrange and pay for such insurance survey.</p> <p>The insurance shall be effected with a reputable insurer. The terms of insurance shall be as approved by the Purchaser. A draft Insurance Policy shall be submitted by the Supplier within fourteen (14) days following signing of Contract Agreement, for approval by the Purchaser.</p> <p>Should a loss be sustained, the Supplier shall replace or repair any loss or damage and complete the supplies of Goods as soon as possible after such loss or damage without waiting for the settlement of the insurance claim.</p>
<b>GCC 25.1</b>	<p>Obligations for transportation of the Goods shall be in accordance with Incoterms 2020.</p>

<b>GCC 26</b>	<p>The following sub – clauses shall supplement the relevant GCC clause 26 and shall prevail in case of any contradiction with GCC clause 26.</p> <p>26.1 All goods covered by the Contract shall be subject to type testing /pre-shipment inspection/FAT in line with the requirements of relevant specification(s)/NTDC Type Test Policy.</p> <p>26.2 The pre-shipment inspections/FAT shall be conducted at manufacturer's works. All reasonable facilities (laboratory, tools, instruments, machines, samples etc.) as provided in the specifications or followed by Trade &amp; Industry in general and assistance, including access to drawings and production data, shall be furnished to the inspectors for carrying out Testing and Inspection at no charge to the Purchaser.</p> <p>26.3 Two authorized representatives of the NTDC nominated by Chief Engineer Substation Design shall carry out pre-shipment inspection/FAT (Type Test if applicable in accordance with clause 1.2.1, Section-3 (Evaluation &amp; Qualification Criteria) and clause 5, Section-7 (Schedule of Requirements). The Purchaser shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and boarding and lodging expenses at the per diem rates specified by the government of Pakistan. The Supplier shall fully assist the nominated inspectors in submission of visa application(s) by providing all supporting document on his part and help in attaining visa through necessary correspondence with the embassy.</p> <p>26.4 The Supplier shall keep the Purchaser informed the progress of manufacturing and notify the Chief Engineer, Substation Design, NTDC at least twelve (12) weeks in advance, in writing as to when the Goods will be ready for inspection and/or performance of type tests. The Supplier shall obtain from manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>26.7 In case the goods fail to withstand any test performed at manufacturer works and also for type test to be performed as per NTDC Type Test Policy attached as Annexure-II(if applicable in accordance with clause 1.2.1, Section-3 (Evaluation &amp; Qualification Criteria) and clause 5, Section-7 (Schedule of Requirements)., the cost of type test to be performed and/or any repeating test, and the cost (boarding, lodging, the diem specified by the government of Pakistan /day/inspector, return air ticket, visa expense etc) of witnessing such test by the approved two No. representatives of the NTDC nominated by Chief Engineer Substation Design, shall be borne by the Supplier and the equipment released or modified to the satisfaction of the Purchaser, without any additional cost to the Purchaser.</p> <p>26.8 Any inspection and/or witnessing of tests or the waiving of such tests and/or surveillance by the Purchaser or two Representatives of NTDC</p>
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	<p>(one of each) shall not relieve the Supplier of its obligations, warranties and responsibilities under the Contract regardless of any approval consent given by the Purchaser.</p> <p>26.9 The approval by two Representatives of NTDC 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. All work covered by the Contract shall be subject to surveillance, testing and inspection by two representatives of NTDC. The Representatives may require witnessing any or all the tests to be carried out. For such purpose the Supplier shall provide free access at all times during manufacture, assembly and testing to the premises in which the work is being carried out.</p>
<b>GCC 27.1</b>	The liquidated damage shall be <b>0.5% per week</b>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <b>10%</b>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: 18 months from the date of installation/commissioning or 24 months from the date of delivery of last consignment whichever is earlier. For purpose of warranty, the place of final destination is <b>NTDC 220kV Substation Vehari, Pakistan.</b></p> <p>Within fourteen (14) days after completion of warranty period up to the satisfaction of Purchaser, the Purchaser shall issue Warranty Completion Certificate to the Supplier.</p> <p>Date of acceptance of Goods will be considered from the date of issuance of last GRN (Goods Receipt Note).</p>
<b>GCC 28.5 and GCC 28.6</b>	The Supplier shall correct any defects covered by the Warranty within <b>thirty (30) days</b> of being notified by the Purchaser of the occurrence of such defects.
<b>GCC 30.1 (b)</b>	The amount of aggregate liability shall be: <b>100% of the Total Contract Price.</b>

## **Appendix 1 to Special Conditions of Contract - Corrupt and Fraudulent Practices Policy and Social and Environmental Responsibility**

### **1. Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Suppliers, contractors, subcontractors, consultants or subconsultants permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- (b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a Public Officer means:
  - (i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
  - (ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- (b) A Public Officer shall be construed as meaning:

- (i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
  - (ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
  - (iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- (c) Corruption of a private person means:
- (i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
  - (ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- (e) Anti-competitive practices mean:
- (i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
  - (ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
  - (iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## **2. Social and Environmental Responsibility**

In order to promote sustainable development, the AFD seeks to ensure that internationally recognized environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- (a) Comply with and ensure that all their subcontractors or subconsultants comply with

international environmental and labor standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labor Organization (ILO) and international environmental treaties;

- (b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

## Annex-B: Price Adjustment Formula

Contract Price (excluding the Advance Payment and total cost of Spare parts) payable to the Supplier shall be subject to adjustment during performance of the Contract to reflect changes in the cost of material components, in accordance with the given below formula.

The Contract Price (excluding the Advance Payment and total cost of Spare parts) shall be adjusted for the local/foreign currency prices stated in Price Schedule 4- (Price Schedule for Goods to Be Offered from Within the Purchaser's Country/Price Schedule for Goods to Be Offered from Outside the Purchaser's Country)

No increase in the price will be allowed beyond the scheduled delivery/ shipment period of the respective equipment if the price increase is because of reasons attributable to the Supplier, unless extension is granted by the Purchaser under the terms of the Contract. The Purchaser will, however, be entitled to any price decrease occurring during such period of delays. Each claim shall be supported with documentary evidences to the satisfaction of the Purchaser.

Transformers (Power & Auto Transformers)

Increase or decrease in the Price of Auto Transformers payable by Purchaser to the Supplier shall be calculated on the basis of the following formula:

$$P_1 = \left( P_T \times \left( 0.5 + 0.25 \frac{Cu_1}{Cu_0} + 0.15 \frac{Si_1}{Si_0} + 0.1 \frac{MS_1}{MS_0} \right) - P_T \right)$$

where

- |     |   |   |
|-----|---|---|
| P1  | = | Adjustment in Price payable to the Supplier   |
| PT  | = | Contract Price of the Transformers i.e. base Price  |
| Cu0 | = | Copper index as per London Metal Exchange (LME) prevailing twenty eight (28) days prior to Bid Opening Date   |
| Cu1 | = | Copper index as per London Metal Exchange (LME) prevailing on the date of adjustment.   |
| Si0 | = | Silicon Steel index based on the rate on international Manufacturer i.e. M/s Nippon, Japan or M/s Kawasaki, Japan or M/s Thyssen Krupp, Germany prevailing twenty eight (28) days prior to Bid Opening Date |
| Si1 | = | Silicon Steel index based on the rate on international Manufacturer i.e. M/s Nippon, Japan or M/s Kawasaki, Japan or M/s Thyssen Krupp, Germany prevailing on the date of adjustment.                       |



- MS0 = Hot rolled mild Steel thick plate (used in transformer) index in the country of Purchaser prevailing twenty-eight (28) days prior to Bid Opening Date
- MS1 = Hot rolled mild Steel thick plate (used in transformer) index in the country of Purchaser prevailing on the date of adjustment.

If the currency in which Contract Price is expressed is different from the currency of the country of origin of the materials indices, a correction factor shall correspond to the ratio of exchange rates (composite TT&OD) published/authorized by State Bank of Pakistan between two currencies on the date for adjustment and base date as defined above.

The date of adjustment shall be 60 days after signing of Contract Agreement. Price adjustment will be applied only if the resulting increase or decrease is more than two percent (2%) of the amount of respective payment invoice calculated at the rates entered in the Schedule of Prices.

No price adjustment shall payable on the portion of the Contract Price paid to the Supplier as an advance payment.

The Bidder shall provide the base date indices and source of indices in its Bid as per below mentioned Base Date Indices.

### **Base Date Indices**

The Bidder shall provide documentary evidence of value of indices and source of indices in its bid and at the time of adjustment.

1. Copper index as per London Metal Exchange (LME) prevailing twenty eight (28) days prior to Bid Opening Date (Cu0 ) =  
Value:  
  
Source:  
  
Documentary Evidence Attached (Yes/No):
2. Silicon Steel index based on the rate on international Manufacturer i.e. M/s Nippon, Japan or M/s Kawasaki, Japan or M/s Thyssen Krupp, Germany prevailing twenty eight (28) days prior to Bid Opening Date (Si0 ) =  
  
Value:  
  
Source:  
  
Documentary Evidence Attached (Yes/No):
3. Hot rolled mild Steel thick plate (used in transformer) index in the country of Purchaser prevailing twenty-eight (28) days prior to Bid Opening Date (MS0) =

Value:

Source:

Documentary Evidence Attached (Yes/No):

# Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

## Table of Forms

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## Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: [name and address of the Supplier]

Subject: **Notification of Award Contract No.** \_\_\_\_\_

This is to notify you that your Bid dated \_\_\_\_\_ [insert date] for execution of the \_\_\_\_\_ [insert name of the contract and identification number, as given in the SCC] for the Contract Price of \_\_\_\_\_ [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Documents.

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

Name and Title of Signatory: \_\_\_\_\_

Name of Institution: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

THIS AGREEMENT made

the [ insert **number** ] day of [ insert: **month** ], [ insert: **year** ].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of .... of the State of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser} ] and having its principal place of business at [ insert address of Purchaser ] (hereinafter called “the Purchaser”), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [ insert: country of Supplier] and having its principal place of business at [ insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies) ] (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 Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) The Letter of Acceptance;
  - (b) The Bid Submission Form and Appendix to Bid Submission Form (including the signed Statement of Integrity);
  - (c) The Addenda Nos. \_\_\_\_\_ (if any);
  - (d) Special Conditions of Contract;
  - (e) General Conditions of Contract;
  - (f) The Specification (including Schedule of Requirements and Technical Specifications);
  - (g) The completed Bidding Forms (including Price Schedules);
  - (h) Any other document listed in GCC as forming part of the Contract.

3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

## Performance Security (Bank Guarantee)

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*



## Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) Has used the advance payment for purposes other than toward delivery of Goods;  
or
- (b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

of the Accepted Contract Amount, has been certified for payment, or on the *[insert date<sup>14</sup>]*., whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758.

---

*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>14</sup> Insert the Delivery date of the Goods at the named place of destination stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”