



# National Transmission & Despatch Company Limited

## Bidding Document

**AFD-TL02-2024**

**PROCUREMENT OF TRANSMISSION LINE MATERIAL FOR  
220kV TRANSMISSION LINES ASSOCIATED WITH 500/220kV  
SIALKOT & 220kV ARIFWALA SUBSTATIONS**

- (i) 220kV Gujranwala-II To 500/220kV Sialkot (Approx. 27.3km)**
- (ii) 500/220kV Sialkot To 220kV Sahuwala (Approx. 25.6km)**
- (iii) Yousafwala-Kassowal In/Out At Arifwala (Approx. 4 + 4km)**

### **Volume-I**

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

**Agence Française de Développement**



**April, 2024**



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500/220KV SIALKOT & 220KV ARIFWALA SUBSTATIONS**

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(Approx. 27.3km) (ii) 500/220KV SIALKOT TO 220KV  
SAHUWALA (Approx. 25.6km) (iii) YOUSAFWALA-  
KASSOWAL IN/OUT AT ARIFWALA (Approx. 4 + 4km)**

## Volume-I

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

**Agence Française de Développement**



Issued on: \_\_\_\_\_, 2024

Invitation for Bids No.: **IFB-AFD-TL02-2024**

OCB No.: **AFD-TL02-2024**

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

Country: **Islamic Republic of Pakistan**

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# 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 March 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



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# BIDDING DOCUMENT

## AFD-TL02-2024

### Procurement of Transmission Line Material for 220kV Transmission Lines Associated with 500/220kV Sialkot Substation And 220kV Arifwala Substation

- (i) 220kV Gujranwala-II to 500/220kV Sialkot (Approx. 27.3km)
- (ii) 500/220kV Sialkot to 220kV Sahuwala (Approx. 25.6km)
- (iii) Yousafwala-Kassowal In/Out at Arifwala (Approx. 4 + 4km)

**IPC No:** AFD-TL02-2024

**Project:** Financing under Agence Française de Developpement (AFD) Loan. Procurement of Transmission Line Material for 220kV Transmission Lines associated with 500/220kV Sialkot Substation & 220kV Arifwala Substation

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

**Country:** Islamic Republic of Pakistan

**Issued on:** \_\_\_\_\_, April-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

- 9. Cost of Bidding** 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.
- 10. Language of Bid** 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 **specified in the BDS**. 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 **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid submission Form and the Bidding Forms in accordance with ITB 12;
  - (b) Completed schedules, in accordance with ITB 12 and 14;
  - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;

- (d) Alternative bids, if permissible, in accordance with ITB 13;
- (e) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;
- (g) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (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.

- 35. Comparison of Bids** 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.
- 36. Qualification of the Bidder** 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.
- 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.
- 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.
- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 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

- 38. Award Criteria** 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.
- 39. Purchaser's Right to Vary Quantities at Time of Award** 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 **specified in the BDS**, 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-TL02-2024]</i>																								
ITB 1.1	<p>The Purchaser is:</p> <p><b>Chief Engineer (Material Procurement &amp; Management), National Transmission &amp; Despatch Company Limited, (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><u>Procurement of Transmission Line Material For 220kV Transmission Lines Associated With 500/220kV Sialkot &amp; 220kV Arifwala Substations</u></b> and identification number of the IPC is: <i>[AFD-TL02-2024]</i></p> <table border="1" data-bbox="521 1136 1406 1440"> <thead> <tr> <th>Lot #</th> <th>Description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Lot-I</td> <td>220kV Steel Towers</td> <td>2540 ton</td> </tr> <tr> <td>Lot-II</td> <td>ACSR Rail Conductor</td> <td>742 km</td> </tr> <tr> <td>Lot-III</td> <td>OPGW along with accessories</td> <td>63 km</td> </tr> <tr> <td>Lot-IV</td> <td>Hardware</td> <td>Lot</td> </tr> <tr> <td>Lot-V</td> <td>Polymer Insulator String</td> <td>Lot</td> </tr> <tr> <td>Lot-VI</td> <td>Dampers</td> <td>Lot</td> </tr> <tr> <td>Lot-VII</td> <td>Grounding Material</td> <td>Lot</td> </tr> </tbody> </table> <p>Bidders may submit their bid for one complete lot or any combination of lots. The bidding is open on <b>International Competitive Bidding</b> through <b>Single Stage-One Envelope (1S1E)</b> procedure.</p>	Lot #	Description	Quantity	Lot-I	220kV Steel Towers	2540 ton	Lot-II	ACSR Rail Conductor	742 km	Lot-III	OPGW along with accessories	63 km	Lot-IV	Hardware	Lot	Lot-V	Polymer Insulator String	Lot	Lot-VI	Dampers	Lot	Lot-VII	Grounding Material	Lot
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ITB 2.1	<p>The name of the Project is: Financing under Agence Française de Développement (AFD) Loan. <b><u>Procurement of Transmission Line Material for 220kV Transmission Lines Associated With 500/220kV Sialkot &amp; 220kV Arifwala Substations.</u></b></p>																								

<b>ITB 4.2</b>	<p>Following Sub-Clause 4.2 (i) is added at end of ITB 4.2</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>ITB 4.6</b>	<p>Following Sub-Clauses are added after ITB 4.5:</p> <p>a) The local Bidder shall be registered with Income Tax and Sales Tax Departments and shall be on Active Taxpayers List of the Federal Board of Revenue.</p> <p>b) The Bidder/manufacturer shall not be blacklisted by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder/manufacturer should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder/manufacturer that the Bidder/manufacturer is not black listed by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids.</p> <p>c) 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> <p>d) Firms shall be excluded if by an act of compliance with decision of the United Nations Security Council taken under Chapter VII of Charter of the United Nations, Pakistan prohibits any import of good or contracting of works or services from that country or any payment to persons or entities in that country.</p>
<b>B. Contents of Bidding Documents</b>	
<b>ITB 6.1</b>	<p>Following paragraph shall be added:</p> <p>Volume-II:</p> <ol style="list-style-type: none"> <li>1. NTDC's SOP for Blacklisting of Contractors</li> <li>2. NTDC Type Test Policy</li> <li>3. Specifications and Drawings</li> </ol>
<b>ITB 7.1</b>	<p>For <b>clarification of bid purposes</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:cempm@ntdc.com.pk">cempm@ntdc.com.pk</a></p> <p><b>A Pre-Bid meeting shall take place as follows:</b></p>

	<p>Date: _____, 2024  Time: 11:00am (Pakistan Standard Time)  Place: 8<sup>th</sup> Floor, Shaheen Complex, Egerton Road Lahore, Pakistan.  Please note that, for <b>Post-Bid Clarifications</b>, all correspondence will be done directly with the evaluator, and with confidentiality.</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>	<p>The language of the bid is <b>English</b>.</p> <p>All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p> <p><b>Following is added at the end of this Sub-Clause.</b></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> <ol style="list-style-type: none"> <li>a. Proof of purchase of bidding documents from the purchaser/Tender Receipt.</li> <li>b. Legal Registration Certificate of the Bidder/JV and/or Copies of Documents defining the constitution or legal status, place of registration and principal place of business as required in ITB 4.1.</li> <li>c. As required in ITB-20.2: <ol style="list-style-type: none"> <li>1) For foreign firm/bidder, board resolution and power of attorney to be submitted.</li> <li>2) For local firm, board resolution and/or power of attorney provided on stamp paper worth Rs. 1000 or as per governing law, whichever is higher, is to be submitted.</li> </ol> <p><i>(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 shall lead to rejection of the bid.)</i></p> </li> <li>d. Form BLK – 1: Undertaking of Acceptance of and Compliance with NTDC’s SOP for Blacklisting of Contractors (as per format given in Section-4). Non-submission of this undertaking may result in the rejection of the bid. The said undertaking will subsequently become part of Contract Agreement as well.</li> <li>e. Form BLK – 2: An affidavit that the Bidder has not been black listed by NTDC/WAPDA/DISCOs/any Government/Public Department/Donor Agencies at the time of submission of bids.</li> <li>f. Form EXP – 4.2(a): Supply Record</li> <li>g. Form EXP – 4.2(b): Manufacturer’s Experience of Supply Record</li> <li>h. Form EXP – 4.3: Production Capacity</li> <li>i. Form EXP – 4.4: General Information &amp; Evidence of the Manufacturer’s Capability</li> </ol>

	<p>j. Form EXP – 4.5: Bidder’s/Designer’s Experience of Design</p> <p>k. Form PER – 1: Performance Certificate</p> <p>l. Form SUP – 1: Manufacturer’s Orders in Hand and its Implementation Schedule</p> <p>m. Form DEV – 1: Deviations from Technical Provisions</p> <p>n. Form DEV – 2: Deviations from Contractual Conditions</p> <p>o. Form BNK – 2: Bank Certificate (It is required only when the bidder claims a line of credit to supplement the cashflow requirement under 3.3 of section-3)</p> <p>p. Form ORG – 1: Organization Chart</p> <p>q. Duly filled-in Schedules of Technical Data for respective Lots as per forms given in Annexure-I “Specific Goods Data”.</p> <p>r. Details of manufacturing facility / equipment</p> <p>s. Details of manufacturing process</p> <p>t. Dully filled/complete Beneficial Ownership Declaration Performa as per ITB 4.6(d).</p> <p>u. Drawings, complete literature, catalogues, and brochures in respect of the equipment to be supplied.</p> <p>v. Type test reports of the offered equipment (if any) along with unconditional undertaking, duly signed and stamped by the bidder and supported by manufacturer(s) in accordance with clause 2 “Type Test Policy” of NTDC’s Revised Test Policy of 2022. Failure to submit undertaking may result in rejection of the bid.</p> <p>In case of discrepancy between the Original and electronic copy, the Original shall prevail.</p>
<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 or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.</p>
<b>ITB 13.1</b>	Alternative Bids <b>shall not be</b> permitted.
<b>ITB 14.5</b>	The prices quoted by the Bidder shall be adjustable as per Attached Price Adjustment Criteria given in Section IX.
<b>ITB 14.6</b>	The following is added after the Sub-Clause 14.6: 14.6(a) Bids for partial scope of supply will be liable to rejection.
<b>ITB 14.7</b>	The Incoterms edition is <b>Incoterms 2020</b>

<b>ITB 14.8 (a)(i)</b>	<p>Sub-Clause 14.8 (a)(i) is replaced by following</p> <p>For Goods offered from within the Purchaser’s country, the Bidder shall quote prices using the Incoterms i.e. EXW (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)(i)</b>	<p>The following text is added at the end of this sub-clause:</p> <p>For Goods offered from outside the Purchaser’s country, the Bidder shall quote prices using the CIP (Karachi) 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)(i)</b>	Not Applicable.																					
<b>ITB 15.1</b>	<p>Currencies of the Bid:</p> <p>Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly. However, such different currencies should not exceed three currencies.</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> <p>Bidders may be required by the Purchaser to clarify/justify their foreign currency requirements.</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>	Not Required.																					
<b>ITB 18.1</b>	The bid validity period shall be <b>150 days</b> after the bid submission deadline																					
<b>ITB 18.3</b>	The bid price shall not be adjusted.																					
<b>ITB 19.1</b>	<p>All Bids must be accompanied by a Bid Security of amount not less than that mentioned against each lot below.</p> <table border="1" data-bbox="483 1444 1383 1831"> <tr> <td>LOT-I (220kV Steel Towers)</td> <td>=</td> <td>US\$ 68,082/-</td> </tr> <tr> <td>LOT-II (ACSR Rail Conductor)</td> <td>=</td> <td>US\$ 61,217/-</td> </tr> <tr> <td>LOT-III (OPGW along with Accessories)</td> <td>=</td> <td>US\$ 2,354/-</td> </tr> <tr> <td>LOT-IV (Hardware and Accessories)</td> <td>=</td> <td>US\$ 734/-</td> </tr> <tr> <td>LOT-V (Polymer Insulator String)</td> <td>=</td> <td>US\$ 22,363/-</td> </tr> <tr> <td>LOT-VI (Dampers)</td> <td>=</td> <td>US\$ 4,312/-</td> </tr> <tr> <td>LOT-VII (Grounding Material)</td> <td>=</td> <td>US\$ 791/-</td> </tr> </table>	LOT-I (220kV Steel Towers)	=	US\$ 68,082/-	LOT-II (ACSR Rail Conductor)	=	US\$ 61,217/-	LOT-III (OPGW along with Accessories)	=	US\$ 2,354/-	LOT-IV (Hardware and Accessories)	=	US\$ 734/-	LOT-V (Polymer Insulator String)	=	US\$ 22,363/-	LOT-VI (Dampers)	=	US\$ 4,312/-	LOT-VII (Grounding Material)	=	US\$ 791/-
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	<p>All Bids must be accompanied with a Bid Security in USD or equivalent amount of PKR or 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.</p> <p>Chief Engineer (MP&amp;M) NTDC  Account No. 0005527900518901 Habib Bank Limited,  WAPDA House Branch, Lahore  Swift Code: HABBPKKA552</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> <p>i. Bid Security amount is short within 10% of the required Bid Security amount; and/or</p> <p>ii. Bid Security validity period is short by a maximum of two days.</p> <p>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.</p> <p>Any bid accompanied by bid security shall be rejected If,</p> <p>a. Bid Security does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture</p>

	<p>or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners); and/or,</p> <p>b. Bid Security issued by a foreign bank but not counter guaranteed by a local schedule bank in Pakistan.</p>
<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 Searchable 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> <p>In case the bidder has participated in more than one lots, the bid of each lot shall be sealed in separate envelope.</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>The Power of Attorney shall be submitted as per the following procedure:</p> <ol style="list-style-type: none"> <li>1) For foreign firm/bidder, board resolution and power of attorney is to be submitted.</li> <li>2) For local firm, board resolution and/or power of attorney provided on stamp paper worth Rs. 1000 or as per governing law, whichever is higher, is to be submitted.</li> </ol> <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 <b>fourteen (14)</b> calendar days of receiving such request and its failure may lead to rejection of the bid).</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        Telephone: +92-42-99202597</p> <p><b>The deadline for the submission of bids is:</b>        Date: _____ 2024</p>

	Time: 11:00 am (Pakistan Standard Time)
<b>ITB 22.1</b>	Bidders <b>shall not</b> have the option of submitting their bids electronically.
<b>ITB 25.1</b>	<p>The bid opening shall take place at:</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  Telephone: +92-42-99202597  Date: _____, 2024  Time: 11:30 am (Pakistan Standard Time)  No minimum number of bids is required in order to proceed to bid opening.</p> <p>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 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 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 of domestic preference is specified in Section III, Evaluation and Qualification Criteria.</p>
<b>ITB 34.2</b>	Bids will be evaluated lot by lot. 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>	<p>The maximum percentage by which quantities may be increased is: <b>15%</b>  The maximum percentage by which quantities may be decreased is: <b>15%</b></p>
<b>ITB 42.1</b>	<p>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.”</p>

# Section III. Evaluation and Qualification Criteria

## Contents

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<b>2. Qualification (ITB 36)</b> .....	<b>34</b>
<b>3. Domestic Preference (ITB 33)</b> .....	<b>43</b>

## **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 CIP (Karachi) prices for Goods to be offered from outside the Purchaser’s country and Ex-Works basis for goods offered from within the Purchaser’s country.

### **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 Schedule of technical 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 Section-VI of this Bidding Documents. In case of non-submission of type test reports with the Bid or not meeting the requirements given in Section-VI “Schedule of Requirements, Part-B: Technical Specifications” of the Bidding Documents the Bid shall be rejected by the Procuring Agency and bidder shall be declared as non-responsive.

Note: This provision/requirement is required to be fulfilled by all manufacturers including local JV partners or local subsidiaries of international manufactures.

The Bidder shall submit an unconditional Undertaking, duly signed and stamped by bidder and supported by manufacturer(s) accordingly in technical bid, that in case of award of contract if submitted type test reports are not according to NTDC type test policy, he 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.

After award of contract, the bidder shall be required to perform requisite type tests before delivery of equipment without affecting the delivery/completion period as mentioned in the Bidding Document within the quoted bid price. In case of delay or non-compliance of the said requirement, NTDC reserves the right to cancel the contract agreement including encashment of performance guarantee and initiate the process for blacklisting as per NTDC SOP for blacklisting.

### **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 will be rejected as non-responsive.

#### **1.4. Multiple Lots (Contracts) (ITB 34.4)**

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

If a bidder is determined to be lowest evaluated substantially responsive in more than one lot, the qualification of the Bidder shall be assessed to meet the aggregated qualifying requirements for Financial Position – given in Clause 3 (Qualification Criteria) herein below for award of multiple Lots. However, order for multiple lots will be placed only if the purchaser is satisfied that the bidder has the capacity to undertake multiple lots simultaneously.

## 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	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	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	<b>Conflict of Interest</b>	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	<b>AFD Eligibility</b>	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	<b>State-owned Entity</b>	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
1.5	<b>United Nations Eligibility</b>	Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Appendix to Bid Submission Form
1.6	<b>Black-Listing</b>	Not having been black-listed by NTDC/ WAPDA/DISCOs/ any Government/ Public Department / Donor Agencies at the time of submission of bids.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	i. Form BLK – 1; ii. Form BLK – 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	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	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	<b>Suspension Based on Execution of Bid Securing Declaration by the Purchaser or withdrawal of the Bid within Bid validity</b>	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
2.3	<b>Pending Litigation</b>	All pending litigation shall in total not represent more than 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

<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	
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	<p><i>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:</i></p> <p><i>a) Average earnings before interest, taxes, depreciation, and amortization (EBITDA) for the last three (3) years &gt; 0;</i></p> <p><i>b) Total equity (net worth) for the last three (3) years &gt; 0;</i></p> <p><i>c) Average liquidity ratio for the last three (3) years &gt;1 ((Current assets) / (Current liabilities) &gt; 1);</i></p>	Must meet requirement	N/A	Must meet requirement	N/A	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	
		<i>d) Average indebtedness ratio for the last three (3) years &lt; 6 ((Total financial liabilities) / (EBITDA) &lt; 6).</i>					
3.2	<b>Average Annual Supplier Turnover</b>	<ul style="list-style-type: none"> <li>•Minimum “Net Average Annual Turnover” as given below of respective lot, calculated as total certified payments received by the Bidder for contracts in progress or completed within the last three (03) years.:  Lot-I: US\$ 5,106,000/-  Lot-II: US\$ 4,591,000/-  Lot-III: US\$ 177,000/-  Lot-IV: US\$ 55,000/-  Lot-V: US\$ 1,677,000/-  Lot-VI: US\$ 323,000/-  Lot-VII: US\$ 59,000/-</li> </ul>	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	
<b>4. Experience &amp; Technical Capacity</b>							
4.1	<b>Contract Experience</b>	<p>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 below mentioned amount of respective lot.</p> <ul style="list-style-type: none"> <li>• Lot-I: US\$ 3,405,000/-</li> <li>• Lot-II: US\$ 3,061,000/-</li> <li>• Lot-III: US\$ 118,000/-</li> <li>• Lot-IV: US\$ 37,000/-</li> <li>• Lot-V: US\$ 1,119,000/-</li> <li>• Lot-VI: US\$ 216,000/-</li> <li>• Lot-VII: US\$ 40,000/-</li> </ul>	Must meet requirement	Must meet requirement	N/A	N/A	<p>i. Form EXP-4.1</p> <p>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)</p>
4.2	<b>Technical &amp; Manufacturing Experience</b>	<p>i. The Bidder or its proposed Manufacturer must have at least 05 years' design/manufacturing experience of similar Goods of the respective Lot having similar or higher rating and capacity.</p>	Must meet requirement	Must meet requirement	N/A	N/A	<p>i. Forms EXP-4.3</p> <p>Copies (with English translation) of the contract agreement(s) and completion certificate(s)/ delivery document(s)</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	
		ii. The Bidder or its proposed Manufacturer must have experience of at least two (02) contracts for supplying similar* Goods outside the country of origin of offered equipment/goods or within Pakistan during last ten (10) years. <b>Note: (Similarity)*</b> i. For Lot-I: Supply of 132kV Steel Latticed Towers and above. ii. In case of dampers/hardware, manufacturing experience of 220kV or higher voltage bundled transmission line shall be acceptable. iii. In case of insulators, ball & socket and tongue & clevis configuration shall be considered similar.					(bill(s) of lading, inspection certificate(s) etc.), duly notarized, for the contract(s).  (ii) Purchase Orders/ Contract Agreements and Completion Certificates/ delivery documents (bills of lading and inspection certificates) of the same along with notarized translation in English if original is in different language, showing sale of equipment as given in requirement
4.3	<b>Design Experience Criteria (for Lot-V only)</b>	The bidder or its proposed manufacturer/ design institute for design of Insulator strings must have at least 05 years design	Must meet requirement	Must meet requirement	N/A	N/A	i. Form EXP-4.5 & Electric field modeling

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>experience of similar Equipment/Goods for 380kV or above transmission line using electric field modeling.</p> <p><b>Note: Design experience will be considered for only those strings for which E-Field modelling of insulator hardware strings have been carried out to ascertain electric field distribution and voltage grading taking into consideration relevant parameters, inter alia, size and shape of the end fittings, insulator shed profile, location &amp; shape of the corona ring/arcing horn, etc.</b></p>					<p>reports of three (03) previously designed strings along with supporting documents and valid contact information (i.e. email, phone, fax no.) of the end users of the material as required in Form EXP-4.5.</p>
4.4	<b>Performance Criteria</b>	<p>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 operation for a continuous period of at least three (03)</p>	Must meet requirement	Must meet requirement	N/A	N/A	<p>i. Form PER – 1</p> <p>ii. Copies of Contract Agreements and Completion Certificates duly notarized (along with notarized translation in English if original</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	
		<p>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 submission of bids, the same shall be considered equivalent to criteria mentioned in sub-clause 4.4(i) herein above. The bidder shall submit Purchase Order(s)/ Educational Order(s)/ Contract Agreement(s) in such case along with Completion Certificate(s)/</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	
		Goods Receipt Note (GRN).					
4.5	<b>Supply Capacity</b>	<p>The manufacturer shall provide the following information with the Bid to establish its capacity/capability to execute the order.</p> <p>a. Manufacturing Capacity b. Orders in hand c. Implementation schedule of the orders in hand</p> <p>The manufacturing capacity of the Bidder should be at least equal to orders in hand, and this order (if placed on it).</p>	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 4.2 & 4.3;

### 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 through<sup>4</sup> 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, to individual item price from group B. The lowest-evaluated bid determined shall be selected for the award.

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<sup>4</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

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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/debar> (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>5</sup>: \_\_\_\_\_

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

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<sup>5</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: <ul style="list-style-type: none"> <li>a) Legal and financial autonomy;</li> <li>b) Operation under commercial law;</li> <li>c) Establishing that the Bidder is not dependent agency of the Purchaser.</li> </ul>
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:
<p>JV member's authorized representative information</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone/Fax numbers: _____</p> <p>E-mail address: _____</p>
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above;</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing:</p> <p style="margin-left: 40px;">a) Legal and financial autonomy;</p> <p style="margin-left: 40px;">b) Operation in accordance with commercial law; and</p> <p style="margin-left: 40px;">c) Absence of dependent status, in accordance with ITB 4.3.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

**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: Undertaking for Type Test of Equipment

### -- 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.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ Equivalent (exchange rate)
		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
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)			
Liquidity ratio (Current assets) / (Current liabilities)			
Information from Income Statement			
Total Revenue (TR)			
Earnings before interest, taxes, depreciation, and amortization (EBITDA)			
Indebtedness ratio (Total liabilities) / (EBITDA)			

\*Refer to ITB 15 for the exchange rate

### 2. Financial documents

The Bidder and its parties shall provide copies of standalone financial statements for ***three (3)*** years pursuant to 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>6</sup> for the \_\_\_\_\_ years required above and complying with the requirements.

<sup>6</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

<b>Annual turnover data</b>			
<b>Year (last 3 years)</b>	<b>Amount Currency</b>	<b>Exchange rate*<sup>1</sup></b>	<b>US\$ equivalent</b>
[indicate year]	[insert amount and indicate currency]		
Average Annual Turnover * <sup>2</sup>			

\*<sup>1</sup> Refer to ITB 15 for the exchange rate.

\*<sup>2</sup> See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

### Form EXP-4.1: Experience

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

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

Attached are copies of the following documents as evidence (Notarized English translation is needed if the evidence documents are not in English):

1. Relevant Contract Agreement.
2. Completion Certificates or Taking over Certificates or Performance Certificates or Operational Acceptance Certificates of the relevant Contract (s).
3. JV agreement (if any) of the relevant Contract (s), showing value and nature of participation of the Bidder.

Failure to provide the above required documents along with the Bid may cause rejection.

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

Bidder’s Legal Name: \_\_\_\_\_  
 JV Member’s Legal Name: \_\_\_\_\_

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

Similar Contract No. __ [insert specific number] of [total number of contracts] __ required	Information
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 (a): Supply Record**

Fill out one (1) form per product.

<b>Requirements in Accordance with Criterion 4.2 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 five (05) years.</b>	
<b>(iii) Product has been in operation for a minimum of ..... years.</b>	
<b>(iv) Supply Record of Last five (05) Years is attached as per Form EXP-4.2 (b)</b>	

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

**Form EXP – 4.2(b): Manufacturer’s Experience of Supply Record (For a period of Last 05 Years)**

Sr. No.	Order Placed by ( <i>full address of Purchaser</i> )	Order <sup>7</sup> Details and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Has the equipment been installed satisfactorily ?	Contact person along with Tele-phone No., Fax No. and email address
1.								
2.								
3.								
...								

**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.

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

---

<sup>7</sup> The Bidder shall specify Order No., Project Name, and Country of the Project.

### Form EXP – 4.3: Production Capacity

Fill out one (1) form per product and manufacturer.

<b>Production Capacity</b>	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
<b>Requirements in Accordance with Criterion 4.5 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)</b>	
<b>Production facility 1 (include location):</b>	
<b>Production facility 2 (include location):</b>	
<b>Production facility 3 (include location):</b>	

Signature and Seal of the Manufacturer:

**Signature and Seal of the Bidder:**

### Form EXP – 4.4: General Information & Evidence of Manufacturer’s Capability

Bidder is to provide the following information with the bid and indicate herein its references where this information is available.

Sr. No.	Information to be Supplied	Bid References
1.	Manufacturer’s <ul style="list-style-type: none"> <li>• Name:</li> <li>• Business Address:</li> <li>• Contact Telephone Nos.</li> <li>• Fax No:</li> <li>• E-mail:</li> <li>• Country of Incorporation:</li> <li>• Location and address of manufacturing facilities:</li> </ul>	
2.	Full description of factories owned and the annual manufacturing capacities of various items made therein.	
3.	Details of the factory or factories where the offered Goods are proposed to be manufactured. This description should include the facilities and capacities of the particular factories including testing facilities and the processes used in manufacturing and testing. Where parts or components are purchased from outside, the details of equipment purchased and the names and experience record of the suppliers.	
4.	Detailed description of the quality control testing and research facilities. If the Goods are manufactured under license, the name of the licensor and details of the licensing arrangements, such as the duration of the license, the facilities provided to the bidder by the licensor and whether future improvements are available or not, etc. A copy of the license agreement may be attached.	
5.	Names, qualifications and experience of the key technical personnel.	
6.	The time in years since the Manufacturer has been in this business;	<input style="width: 50px; height: 20px;" type="text"/>
	and the time in years since he has been doing work of similar nature:	<input style="width: 50px; height: 20px;" type="text"/>
7.	The time in years since the Goods offered are being Manufactured;	<input style="width: 50px; height: 20px;" type="text"/>
	and the time in years for which it has been in service;	<input style="width: 50px; height: 20px;" type="text"/>
8.	Quantity produced [Sets/Numbers/Km]:	
	(i) ..... : _____	
	(ii) ..... : _____	
	(iii) 2021 : _____	
	(iv) 2022 : _____	
	(v) 2023 : _____	
9.	Manufactured under own License?	Yes No
10.	Manufactured under License from: _____	
11.	Manufactured in collaboration with: _____	
12.	Has Manufacturer R&D Section?	Yes No
13.	Has Manufacturer a Quality Assurance Plan (QAP) in place?	Yes No
14.	Is the Manufacturer certified or accredited by an organization?	Yes No
15.	Name the organization and type of certification/accreditation: _____	
16.	Is the Manufacturer’s testing facilities/laboratory accredited by an organization?	Yes No
17.	Name the organization and type of certification/accreditation for the laboratory: _____	

**Note:**

***Copies of the following documents shall be attached:***

***(a) Quality Assurance Plan (ISO 9001) from the Manufacturer.***

***(b) Accreditation certificates.***

Name of the Manufacturer \_\_\_\_\_

Signed and stamped by the Manufacturer \_\_\_\_\_

Signature and Seal of the Bidder \_\_\_\_\_

**Form EXP – 4.5: BIDDER’S/DESIGNER’S EXPERIENCE OF DESIGN  
(For Lot-V only)**

Sr. No.	Name of Project	Owner /Client	Contract No. / Scope of Work	Type of string designed i.e. I/Vee/ Tension	Type of Design Tool / Software used	Completion date	Contact person along with Telephone No., Fax No. and email address

**Notes:**

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.
1. The purchaser reserves the right to independently contact any of the end-user to enquire about quality of product/service provided and this information will be considered in evaluation.
2. In case the quoted design work references are not verifiable through given contact address and email, the bid may be rejected.

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

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

The Bidder will provide the summary of its operational experience/Performance as per following format:

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

**Notes:**

1. 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. In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.
2. Bidder shall attach the copies of contract agreements and operational/performance certificate(s) from end user with this Performa. The Operational/Performance Certificate must include the following information;
  - a) Order No. & Date
  - b) Designation & address of order placing authority/User
  - c) Description of Goods
  - d) Quantity of Goods
  - e) Name of transmission line along with voltage rating where material installed
  - f) Date of Commissioning
  - g) Performance of Material/ Equipment
  - h) Date of issuing of this letter/certificate
  - i) Signature of issuing authority (this letter/certificate) with seal Name, designation, address along with phone No., e-mail and Fax of issuing authority

Performance certificate may not be considered if not provided on official letterhead of the issuing authority.

3. 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.

**Signature and Seal of the Manufacturer:**

**Signature and Seal of the Bidder:**

### Form SUP – 1: Manufacturer’s Orders in Hand and its Implementation Schedule

Manufacturer should provide following information on their all contracts/orders in hand, that have been awarded or for which a letter of intent or acceptance has been received, or for contracts approaching completion and Implementation Schedule thereof:

Sr. No.	Particulars of Contracts/ Orders in hand	Order No. & Date	Name of Order Placing Authority	Order Completion Date	Remaining Contract Period (in months)	Ordered Quantity/Weight	Balance Quantity/Weight Yet to be supplied
						km/Tons/Nos.	km/Tons/Nos.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
Total							

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

### 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. However, deviations in payment terms are not permitted.:

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 a 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:

**Appendix-1**

**SCHEDULE OF SHIPPING WEIGHTS & DIMENSIONS**

Description of Material	Type of Packing	Dimensions of each Box	Weight of each Box (kgs)		Total Weight (kgs)	
			Net Weight of Material	Gross Weight with packing	Net Weight of Material	Gross Weight with packing
1	2	3	4	5	6	7

**Signature and Seal of the Bidder**

**Appendix-2**

**DECLARATION OF LOCAL AGENT**

A foreign Bidder wishing to have or already having a local agent shall state the following:

- 1. Name of Local Agent: \_\_\_\_\_
  
- 2. Address & Telephone, Fax Number and e-mail of the Local Agent:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 3. Services to be performed by the Local Agent.
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_

Signature and Seal of the Bidder:

**Appendix-3****METHOD OF ASSURING QUALITY OF GOODS**

The Bidder is required to submit a narrative in detail the method of assuring quality of Goods to be manufactured.

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder

**Appendix-4****LIST OF QUALITY CONTROL/LABORATORY EQUIPMENT**

The Bidder will provide list of all equipment and related items, to carry out the quality control tests. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

**Appendix-5****DOMESTIC GOODS (VALUE ADDED IN PAKISTAN)**

Sr. No.	Description of Indigenous Goods	Unit	Qty.	Total Price of Goods Ex-Works (Eq. PKR) *	Amount of value addition (PKR)	Domestic value added in the manufacturing cost as percentage of Ex-Works Price
1	2	3	4	5	6	7
Total in columns 5 & 6						

**Note:**

1. Bidders claiming eligibility for domestic preference should provide necessary documentation regarding inter alia the breakdown of the Ex-Works Price including but not limited to cost of imported raw material, duties, taxes and other incidental charges up to factory paid thereon, domestic labour, domestic raw materials & components, domestic overheads incurred, profit margin, etc. to substantiate their claim.
2. Domestic Value Addition comprises domestic labour, domestic raw materials & components, domestic overheads from the stage of mining the raw material until final assembly.

\* converted at the exchange rate prevailing at the date of submission of Bids.

Signature and Seal of the Manufacturer:

Signature and Seal of the Bidder:

**Appendix-6****Cost Components for Computing Landed Cost****A. Imported Goods from Group-B**

1. FOB Price quoted by the Bidder
2. Sea Freight quoted by the Bidder.
3. CFR Karachi = 1 + 2
4. Insurance quoted by the Bidder
5. CIP Karachi = 3 + 4 quoted by the Bidder
6. Handling Charges @ 1% of CIP Karachi given at Sr. No. 5 above
7. Import Value = 5 + 6 for the purpose of levying Custom Duty
8. Custom Duty, calculated at applicable rate on Import Value given at Sr. No. 7 above
9. Duty Paid Value = 7 + 8
10. Sales Tax, calculated at applicable rate on Duty Paid Value given at Sr. No. 9 above
11. Duty and Sales Tax Paid Value = 9 + 10
12. Withholding Tax, calculated at applicable rate on Duty and Sales Tax Paid Value given at Sr. No. 11 above
13. L/C Charges will be taken as Nil since the same will be borne by the Bidder/Supplier
14. Clearing Charges @ 0.25% of CFR Value given at Sr. No. 3 above
15. SED calculated at applicable rate (currently 1.05%) on Import Value given at Sr. No. 7 above
16. KPT Wharfage @ PKR 140 per cubic meter or the prevailing rate
17. Cranage, Loading and Other Charges @ 0.25% of CFR Value given at Sr. No. 3 above
18. Inland Transportation Charges from Karachi Port to NTDC Storage Yard Gatti, Faisalabad (including loading/unloading)
19. Cost of Imported Goods = 11 + 12 + 13 + 14 + 15 + 16 + 17 + 18
20. Less: Handling Charges given at Sr. No. 6 above (Notional Value taken for calculating assessed value for purpose of calculating Custom Duty, Sales Tax and Withholding Tax by the Custom Authority)
21. Total Deductions equal to Sr. No. 20 above
22. Net Cost/Landed Cost of Imported Goods = 19 – 21

**B. Domestically Produced/Manufactured Goods from Category-I or Category-II**

1. Ex-Works Pakistan Price quoted by the Bidder (including all duties and taxes levied on the components and raw materials used in the manufacturing of the offered Goods)
2. Insurance will be taken as Nil since the same will be borne by the Bidder/Supplier
3. Sales Tax, calculated at applicable rate on Ex-Works Pakistan Price given at Sr. No. 1 above
4. Cranage, Loading and Other Charges @ 0.25% of Ex-Works Pakistan Value given at Sr. No. 1 above
5. Inland Transportation Charges from Ex-works in Pakistan to NTDC Storage Yard Gatti, Faisalabad (including loading/unloading)
6. Net Cost/Landed Cost of Domestically Produced/Manufactured Goods=1+2+3+4+5

## 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.]*

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**  
**LOT-I (Steel Towers)**

		Currencies in accordance with ITB Clause 15						Date: _____ IPC No: _____ Alternative No: _____ Page No: _____ of _____		
Service No.	Description of Services	Country of Origin	Quantity and physical unit	Unit Price				Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	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	10=4*5	11=4*8
A	<b><u>220kV Steel Towers</u></b>									
1.	Fabrication, prototype assembly testing and supply of steel towers along with complete accessories and in accordance with requirement of technical provisions/contract documents		2540 ton							

**Note:**

1. The quantities listed above are indicative/tentative/estimated. Payments will be made as per actual quantity.
2. The manufacturer will fabricate the towers as per design & tower drawings to be provided by the Employer.
3. Tower manufacturer will prepare detailed models of each type of tower with BOCAD or equivalent software, from the erection/outline drawings provided by NTDC and submit the same for review by NTDC. Then manufacturer will fabricate and assemble prototype(s) of the tower(s) and invite NTDC engineers to witness the same. If there is any anomaly in tower prototype, the same will be rectified and revised drawings & models will be prepared accordingly. These revised drawings & models will then be submitted to NTDC for review and approval for mass production.

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**  
**LOT-II (Conductor)**

<b>Currencies in accordance with ITB Clause 15</b>									Date: _____	
									IPC No: _____	
									Alternative No: _____	
									Page No: _____ of _____	
Service No.	Description of Services	Country of Origin	Quantity and physical unit	Unit Price				Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	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	10=4*5	11=4*8
<b>B</b>	<b><u>Conductor</u></b>									
1.	Furnish 954 KCM ACSR Rail Conductor		742 km							

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**  
**LOT-III (OPGW & Accessories)**

Currencies in accordance with ITB Clause 15									Date: _____	
									IPC No: _____	
									Alternative No: _____	
									Page No: _____ of _____	
Service No.	Description of Services	Country of Origin	Quantity and physical unit	Unit Price				Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	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	10=4*5	11=4*8
C	<u>OPGW with Accessories</u>									
1.	OPGW with at least 24 fibers		63 km							
2.	Joint Box for OPGW									
	(i) A-Type		13 Nos.							
	(ii) B-Type		06 Nos.							
	(iii) C-Type		-							
3.	OPGW attaching clamps		285 Nos.							

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**  
**LOT-IV (Hardware & Accessories)**

Currencies in accordance with ITB Clause 15									Date: _____	
									IPC No: _____	
									Alternative No: _____	
									Page No: _____ of _____	
Service No.	Description of Services	Country of Origin	Quantity and physical unit	Unit Price				Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	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	10=4*5	11=4*8
D	<b>Hardware</b>									
1.	<b>Hardware for OPGW</b>									
(a)	Furnish suspension assembly for OPGW including suspension clamp as per specifications and drawing.		124 Set							
(b)	Furnish OPGW double tension assembly for towers having joint boxes as per specification drawing.		13 Set							
(c)	Furnish OPGW double tension assembly for tension towers of non jointing towers as per specification drawing.		74 Set							
2.	<b>Accessories</b>									
(a)	Furnish compression type mid span joint MS-R (prefilled with appropriate filler compound) for ACSR "Rail" conductor		232 Nos.							
(b)	Furnish compression type repair sleeve RS-R including filler compound for ACSR "Rail" conductor		116 Nos.							
				Total Bid Price						

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**  
**LOT-V (Polymer Insulator Strings)**

<b>Currencies in accordance with ITB Clause 15</b>									<b>Date:</b> _____ <b>IPC No:</b> _____ <b>Alternative No:</b> _____ <b>Page No:</b> _____ of _____	
Service No.	Description of Services	Country of Origin	Quantity and physical unit	Unit Price				Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	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	10=4*5	11=4*8
<b>E</b>	<b><u>Insulator Strings</u></b>									
1.	Design and Furnish Non-Ceramic Composite (Polymer) Insulator string assembly single suspension (120 kN x 1) with complete hardware and suspension clamp for jumpers (double conductor configuration) as per specifications and drawing.		147 Set							
2.	Design and Furnish Non-Ceramic Composite (Polymer) Insulator string assembly single suspension (160 kN x 1) with complete hardware and suspension clamp (double conductor configuration) as per specifications and drawing.		822 Set							
3.	Design and Furnish Non-Ceramic Composite (Polymer) Insulator string assembly double tension (160 kN x 2) with complete hardware and jumpers and dead end bodies etc. complete (double conductor configuration) as per specifications and drawing.		888 Set							

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**  
**LOT-VI (Dampers)**

<b>Currencies in accordance with ITB Clause 15</b>									Date: _____	
									IPC No: _____	
									Alternative No: _____	
									Page No: _____ of _____	
Service No.	Description of Services	Country of Origin	Quantity and physical unit	Unit Price				Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	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	10=4*5	11=4*8
<b>F</b>	<b><u>Dampers</u></b>									
1.	Furnish Twin Spacer dampers for ACSR "Rail" Conductor		7560 Nos.							
2.	Furnish Stockbridge vibration dampers for ACSR "Rail" Conductor		5040 Nos.							
3.	Furnish vibration dampers for OPGW		420 Nos.							

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**  
**LOT-VII (Grounding Material)**

<b>Currencies in accordance with ITB Clause 15</b>									Date: _____	
									IPC No: _____	
									Alternative No: _____	
									Page No: _____ of _____	
Service No.	Description of Services	Country of Origin	Quantity and physical unit	Unit Price				Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	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	10=4*5	11=4*8
<b>G</b>	<b><u>Grounding Material</u></b>									
1.	Furnish 16 mm diameter 3.0 m long copper covered ground rods.		422 Nos.							
2.	Furnish flat to cable connector		422 Nos.							
3.	Furnish cable to rod connector		422 Nos.							
4.	Furnish 13mm dia stranded copper wire (7 No./4.2mm)		844 meter							

**Price Schedule: Goods Manufactured in the Purchaser's Country**  
**LOT-I (Steel Towers)**

<b>Currencies in accordance with ITB Clause 15</b>						<b>Date:</b> _____ <b>IPC No:</b> _____ <b>Alternative No:</b> _____ <b>Page No:</b> _____ of _____		
Service No.	Description of Services	Domestic Value Added in Present	Quantity and physical Unit	Unit Price (Ex-Works)	Total Price per item (EX-Works)	Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(a)(ii)	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7	8	9
A	<b><u>220kV Steel Towers</u></b>							
1.	Fabrication, prototype assembly testing and supply of steel towers along with complete accessories and in accordance with requirement of technical provisions/contract documents		2540 ton					

**Note:**

1. The quantities listed above are indicative/tentative/estimated. Payments will be made as per actual quantity.
2. The manufacturer will fabricate the towers as per design & tower drawings to be provided by the Employer.
3. Tower manufacturer will prepare detailed models of each type of tower with BOCAD or equivalent software, from the erection/outline drawings provided by NTDC and submit the same for review by NTDC. Then manufacturer will fabricate and assemble prototype(s) of the tower(s) and invite NTDC engineers to witness the same. If there is any anomaly in tower prototype, the same will be rectified and revised drawings & models will be prepared accordingly. These revised drawings & models will then be submitted to NTDC for review and approval for mass production.

**Price Schedule: Goods Manufactured in the Purchaser's Country**  
**LOT-II (Conductor)**

<b>Currencies in accordance with ITB Clause 15</b>							<b>Date:</b> _____ <b>IPC No:</b> _____ <b>Alternative No:</b> _____ <b>Page No:</b> _____ of _____	
Service No.	Description of Services	Domestic Value Added in Present	Quantity and physical Unit	Unit Price (Ex-Works)	Total Price per item (EX-Works)	Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(a)(ii)	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7	8	9
<b>B</b>	<b><u>Conductor</u></b>							
1.	Furnish 954 KCM ACSR 'Rail' Conductor		742 km					

**Price Schedule: Goods Manufactured in the Purchaser's Country**  
**LOT-III (OPGW & Its Accessories)**

<b>Currencies in accordance with ITB Clause 15</b>							<b>Date:</b> _____ <b>IPC No:</b> _____ <b>Alternative No:</b> _____ <b>Page No:</b> _____ of _____	
Service No.	Description of Services	Domestic Value Added in Present	Quantity and physical Unit	Unit Price (Ex-Works)	Total Price per item (EX-Works)	Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(a)(ii)	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7	8	9
C	<u>OPGW with Accessories</u>							
1.	Furnish OPGW 24 fibers		63 km					
2.	Joint Box for OPGW							
	(i) A-Type		13 Nos.					
	(ii) B-Type		06 Nos.					
	(iii) C-Type		-					
3.	OPGW attaching clamps		285 Nos.					

**Price Schedule: Goods Manufactured in the Purchaser's Country**  
**LOT-IV (Hardware & Accessories)**

<b>Currencies in accordance with ITB Clause 15</b>						Date: _____ IPC No: _____ Alternative No: _____ Page No: _____ of _____		
Service No.	Description of Services	Domestic Value Added in Present	Quantity and physical Unit	Unit Price (Ex-Works)	Total Price per item (Ex-Works)	Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(a)(ii)	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7	8	9
<b>D</b>	<b><u>Hardware</u></b>							
1.	<b><u>Hardware for OPGW</u></b>							
(a)	Furnish suspension assembly for OPGW including suspension clamp as per specifications and drawing.		124 Set					
(b)	Furnish OPGW double tension assembly for towers having joint boxes as per specification drawing.		13 Set					
(c)	Furnish OPGW double tension assembly for tension towers of non jointing towers as per specification drawing.		74 Set					
2.	<b><u>Accessories</u></b>							
(a)	Furnish compression type mid span joint MS-R (prefilled with appropriate filler compound) for ACSR "Rail" conductor		232 Nos.					
(b)	Furnish compression type repair sleeve RS-R including filler compound for ACSR "Rail" conductor		116 Nos.					

**Price Schedule: Goods Manufactured in the Purchaser's Country**  
**LOT-V (Polymer Insulator String)**

Currencies in accordance with ITB Clause 15						Date: _____ IPC No: _____ Alternative No: _____ Page No: _____ of _____		
Service No.	Description of Services	Domestic Value Added in Present	Quantity and physical Unit	Unit Price Ex-Works	Total Price per item (EX-Works)	Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(a)(ii)	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7	8	9
E	<b><u>Insulator String</u></b>							
1.	Design and Furnish Non-Ceramic Composite (Polymer) Insulator string assembly single suspension (120 kN x 1) with complete hardware and suspension clamp for jumpers (double conductor configuration) as per specifications and drawing.		147 Set					
2.	Design and Furnish Non-Ceramic Composite (Polymer) Insulator string assembly single suspension (160 kN x 1) with complete hardware and suspension clamp (double conductor configuration) as per specifications and drawing.		822 Set					
3.	Design and Furnish Non-Ceramic Composite (Polymer) Insulator string assembly double tension (160 kN x 2) with complete hardware and jumpers and dead end bodies etc. complete (double conductor configuration) as per specifications and drawing.		888 Set					

**Price Schedule: Goods Manufactured in the Purchaser's Country**  
**LOT-VI (Dampers)**

<b>Currencies in accordance with ITB Clause 15</b>						<b>Date:</b> _____ <b>IPC No:</b> _____ <b>Alternative No:</b> _____ <b>Page No:</b> _____ of _____		
Service No.	Description of Services	Domestic Value Added in Present	Quantity and physical Unit	Unit Price Ex-Works	Total Price per item (EX-Works)	Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(a)(ii)	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7	8	9
<b>F</b>	<b><u>Dampers</u></b>							
1.	Furnish Twin Spacer dampers for ACSR "Rail" Conductor		7560 Nos.					
2.	Furnish Stockbridge vibration dampers for ACSR "Rail" Conductor		5040 Nos.					
3.	Furnish vibration dampers for OPGW		420 Nos.					

**Price Schedule: Goods Manufactured in the Purchaser's Country**  
**LOT-VII (Grounding Material)**

<b>Currencies in accordance with ITB Clause 15</b>						<b>Date:</b> _____ <b>IPC No:</b> _____ <b>Alternative No:</b> _____ <b>Page No:</b> _____ of _____		
Service No.	Description of Services	Domestic Value Added in Present	Quantity and physical Unit	Unit Price Ex-Works	Total Price per item (EX-Works)	Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(a)(ii)	Total Price per item including Taxes	Inland Transportation to NTDC Warehouse
1	2	3	4	5	6	7	8	9
<b>G</b>	<b><u>Grounding Material</u></b>							
1.	Furnish 16 mm diameter 3.0 m long copper covered ground rods.		422 Nos.					
2.	Furnish flat to cable connector		422 Nos.					
3.	Furnish cable to rod connector		422 Nos.					
4.	Furnish 13mm dia stranded copper wire (7 No./4.2mm)		844 meter					

**Annexure-I****SCHEDULES OF TECHNICAL DATA / SPECIFIC GOODS DATA****GENERAL**

The bidder shall submit with the bid all the guaranteed characteristics, technical data and technical information specified herein, covering all material required by the Technical Provisions, all of which shall comply with the Bidding Documents and shall become a part thereof.

Note:

- 'A' - Purchaser's Specified Data/Parameters
- 'B' - Bidder's/Supplier's/Manufacturer's Proposed Data/Parameters
- 'C' - Remarks Supporting the Proposed Deviation in Column 'B'
- (\* ) - Data/Parameters to be Provided/Proposed by the Bidder/Supplier/Manufacturer in Column 'B'

**SCHEDULE OF TECHNICAL DATA FOR  
TRANSMISSION LINE TOWERS**

Sr. No.	Information required	Data to be supplied by the Bidder/Manufacturer
---------	----------------------	--

**A- GENERAL**

1. Manufacturer's Name: \_\_\_\_\_
2. Address of Manufacturing Facility \_\_\_\_\_
3. Website of Manufacturer \_\_\_\_\_
4. Name of Contact Person of Manufacturer for this Project \_\_\_\_\_
5. Email of Contact Person \_\_\_\_\_
6. Origin of Steels (Makers Name & Address) \_\_\_\_\_
7. Origin of Nuts & Bolts (Makers Name & Address) \_\_\_\_\_
8. Name and Address of Galvanizer \_\_\_\_\_
9. Name and Address where testing carried out. \_\_\_\_\_
10. Standard/Specifications applied \_\_\_\_\_

**B- DESIGN REQUIREMENTS**

<u>Structure</u>	<u>High Tensile Steel</u>	<u>Mild Steel</u>
1. The offered Tower Peaks will be Compatible for the attachment of OPGW	_____ Yes/No _____	
2. Ultimate tensile strength of the steel used	_____ Kg/cm <sup>2</sup>	_____ Kg/cm <sup>2</sup>
3. Minimum guaranteed yield strength of the steel used	_____ Kg/cm <sup>2</sup>	_____ Kg/cm <sup>2</sup>
4. Minimum Elongation in 200mm gauge length:		
a) Upto 8mm thickness	_____ %	_____ %
b) Over 8mm thickness	_____ %	_____ %
5. Chemical composition of the steel used:		
a) Carbon	_____ %	_____ %
b) Manganese	_____ %	_____ %
c) Phosphorus Max.	_____ %	_____ %
d) Sulphur Max.	_____ %	_____ %
e) _____	_____ %	_____ %
6. Name of the process of making the steel	_____	_____

Sr. No.	Information required	Data to be supplied by the Bidder/Manufacturer
---------	----------------------	--

Nuts & Bolts

7.	Type of material of Nuts and Bolts	
8.	Standard of Nuts and Bolts	
9.	Size of Nuts and Bolts	
10.	Type of material for washers	
11.	Size of washers	

Marking

12.	Method of marking of the members	
13.	Size of letters for marking	

Tolerance

14.	Limit of vertical deviation after erection, if applicable	
-----	---	--

Galvanizing

15.	Standard of galvanizing steel sections	
16.	Galvanizing Thickness on steel sections	
17.	Standard of galvanizing bolts & nuts	
18.	Galvanizing Thickness on bolts & nuts	

Brittleness

19.	Standard of checking embrittlement	
20.	Maximum Production Capacity of steel towers per annum	
21.	Maximum Capacity of Galvanizing plant per annum	
22.	Complete Description/Details of packing of material enclosed	

**Notes:**

- 1) The peaks of the offered towers are to be modified to accommodate installation of “OPGW”.
- 2) All values shall be in metric system.
- 3) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.
- 4) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.
- 5) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.

\_\_\_\_\_  
**Signed and Stamped by  
 the Manufacturer**

\_\_\_\_\_  
**Signed and Stamped by  
 the Bidder**

**SCHEDULE OF TECHNICAL DATA FOR  
ACSR “RAIL” CONDUCTOR**

Sr. No.	Description	‘A’	‘B’	‘C’
------------	-------------	-----	-----	-----

**A- GENERAL**

1. Manufacturer’s Name: \_\_\_\_\_
2. Address of Manufacturing Facility \_\_\_\_\_
3. Website of Manufacturer \_\_\_\_\_
4. Name of Contact Person of Manufacturer for this Project \_\_\_\_\_
5. Email of Contact Person \_\_\_\_\_
6. Origin of Material (Makers Name & Address) \_\_\_\_\_
7. Name and Address of Galvanizer \_\_\_\_\_
8. Name and Address where testing carried out. \_\_\_\_\_
9. Standard/Specifications applied ASTM B 232/ B 232M, ASTM B230/ 230M ,ASTMB498/498M, Volume-II : Technical Specifications of this tender

**B- DATA OF COMPLETE CONDUCTOR**

- |     |   |                       |       |       |
|-----|---|-----------------------|-------|-------|
| 10. | Code name                                   | ACSR<br><u>“RAIL”</u> | _____ | _____ |
| 11. | Diameter (mm)                               | <u>29.61</u>          | _____ | _____ |
| 12. | Cross section (mm <sup>2</sup> )            | <u>517.38</u>         | _____ | _____ |
| 13. | D.C. Resistance at 20° C (Ω/km)             | <u>0.060</u>          | _____ | _____ |
| 14. | Rated ultimate strength (kg)                | <u>11874</u>          | _____ | _____ |
| 15. | Weight (kg/km)                              | <u>1599</u>           | _____ | _____ |
| 16. | Lay Ratio:                                  |                       |       |       |
|     | a) Aluminum:                                |                       |       |       |
|     | i) Outer most Layer                         | <u>10-14</u>          | _____ | _____ |
|     | ii) Layer immediately beneath outside layer | <u>10-16</u>          | _____ | _____ |
|     | b) Steel:                                   |                       |       |       |
|     | - Outer most 6 wire layer                   | <u>13-28</u>          | _____ | _____ |

Sr. No.	Description	'A'	'B'	'C'
17.	Direction of lay (outer most layer)	<u>Right-hand</u>	_____	_____
18.	Nominal copper equivalent area (mm <sup>2</sup> )	<u>As per Spec</u>	_____	_____
19.	Current carrying capacity, Amps (40°C ambient, 40°C rise, 0.6 m/Sec. wind and 0.5 emissivity factor)	<u>As per Spec</u>	_____	_____
20.	Volume conductivity %age of IACS	<u>61</u>	_____	_____
21.	All tests, as called for in the Technical Provisions, will be carried out within the quoted cost	<u>Yes</u>	_____	_____
<b>C-</b>	<b><u>DATA FOR ALUMINUM</u></b>			
22.	No. of wires	<u>45(9+14+21)</u>	_____	_____
23.	Dia of each wire (mm)	<u>3.7</u>	_____	_____
24.	a) Dia of outer most layer (mm)	<u>29.61</u>	_____	_____
	b) Dia of layer immediately beneath outer most layer (mm)	<u>*</u>	_____	_____
25.	Total cross sectional area of Aluminum wires (mm <sup>2</sup> )	<u>483.84</u>	_____	_____
26.	Maximum Resistivity at 20°C ohm mm <sup>2</sup> /m	<u>0.028264</u>	_____	_____
27.	Minimum ultimate tensile stress of Al strand before stranding before (kg/mm <sup>2</sup> )	<u>16.5</u>	_____	_____
28.	Minimum ultimate tensile stress of Al strand after Stranding (kg/mm <sup>2</sup> )	<u>15.7</u>	_____	_____
29.	Density at 20°C (kg/dm <sup>3</sup> )	<u>2.703</u>	_____	_____
30.	Co-efficient of linear expansion /°C	<u>23x10<sup>-6</sup></u>	_____	_____
31.	Aluminum weight (kg/km)	<u>1336</u>	_____	_____
32.	Type of joints in individual wires (during stranding)	<u>Cold pressure Butt welding</u>	_____	_____

Sr. No.	Description	'A'	'B'	'C'
33.	Distance between two consecutive joints in complete stranded conductor (m)	<u>15</u>	_____	_____
34.	Distance over which resistance butt welding joints shall be annealed	<u>200mm</u>	_____	_____
<b>D- <u>DATA FOR STEEL CORE</u></b>				
35.	No. of wires	<u>7</u>	_____	_____
36.	Dia of each wire (mm)	<u>2.47</u>	_____	_____
37.	Dia of 6 wire layer (mm)	<u>7.41</u>	_____	_____
38.	Total cross sectional area of steel wires (mm <sup>2</sup> )	<u>33.54</u>	_____	_____
39.	Minimum ultimate tensile stress of steel wire before Stranding(kg/mm <sup>2</sup> )	<u>133.6</u>	_____	_____
40.	Minimum ultimate tensile stress of Steel wire after stranding (kg/mm <sup>2</sup> )	<u>126.9</u>	_____	_____
41.	Minimum stress at 1% extension (kg/mm <sup>2</sup> )	<u>116</u>	_____	_____
42.	Minimum Elongation in 200mm			
	a) Before Stranding	<u>4%</u>	_____	_____
	b) After Stranding	<u>3.5%</u>	_____	_____
43.	Zinc coating:			
	a) Weight of Zinc coating (g/m <sup>2</sup> )	<u>229</u>	_____	_____
	b) Process of Zinc coating	<u>Hot/electrolytic</u>	_____	_____
	c) Minimum number of one minute dip in copper sulphate solution	<u>4</u>	_____	_____
	d) Purity of Zinc	<u>99.995%</u>	_____	_____
44.	Density at 20°C (kg/dm <sup>3</sup> )	<u>7.80</u>	_____	_____
45.	Co-efficient of linear expansion / °C	<u>11.5x10<sup>-6</sup></u>	_____	_____
46.	Steel core weight (kg/km)	<u>263</u>	_____	_____
47.	Type of joints in base rod	<u>Resistance Butt Welding</u>	_____	_____
<b>E- <u>REEL</u></b>				
48.	Construction	<u>Steel-wooden</u>	_____	_____
49.	Dimensions:			
	i) Outside width (mm)	<u>*</u>	_____	_____

Sr. No.	Description	'A'	'B'	'C'
	ii) Flange dia (mm)	<u>*</u>	_____	_____
	iii) Drum dia (mm)	<u>*</u>	_____	_____
	iv) Flange thickness(mm)	<u>*</u>	_____	_____
	v) Inside width (mm)	<u>*</u>	_____	_____
	vi) Lagging thickness (mm)	<u>*</u>	_____	_____
	vii) Arbor hole dia (mm)	<u>*</u>	_____	_____
50.	Protection on inner flanges of reel	<u>Moisture resistant solid fiber board</u>	_____	_____
51.	Protection on two outer layers of Conductor	<u>Moisture resistant Paper</u>	_____	_____
52.	Protective covering for overall wrapping	<u>Moisture resistant solid fiber board</u>	_____	_____
53.	Preservative used for wood	<u>*</u>	_____	_____
54.	Length of conductor on reel (m)	<u>3200</u>	_____	_____
55.	Weight of reel with conductor (kg)	<u>*</u>	_____	_____
56.	Weight of reel without conductor (kg)	<u>*</u>	_____	_____
57.	Are the conductor reels suitable for tension stringing	<u>Yes</u>	_____	_____
58.	Is the reel drawing attached with bid	<u>Yes</u>	_____	_____

**Notes:**

- 1) All values shall be in metric system.
- 2) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.
- 3) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.
- 4) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.

\_\_\_\_\_  
**Signed and Stamp by  
the Manufacturer**

\_\_\_\_\_  
**Signed and Stamped by  
the Bidder**

**SCHEDULE OF TECHNICAL DATA FOR  
NON-CERAMIC COMPOSITE POLYMER INSULATORS**

S. No.	Description	A	B	C
<b>A- GENERAL</b>				
1.	Manufacturer's Name:	_____		
2.	Address of Manufacturing Facility	_____		
3.	Website of Manufacturer	_____		
4.	Name of Contact Person of Manufacturer for this Project	_____		
5.	Email of Contact Person	_____		
6.	Origin of Material (Makers Name & Address)	_____		
7.	Name and Address of Galvanizer	_____		
8.	Name and Address where testing carried out.	_____		
<b>B- APPLICABLE CODES AND STANDARDS</b>				
1.	Applicable Industry Standards	*		
<b>C- DESIGN REQUIREMENTS</b>				
1.	Insulator Type	Suspension, Tension & Suspension Jumper		
2.	Max. Diameter of Composite Insulator Weathershed (mm)	200		
3.	Type of End Coupling	Ball & Socket		
4.	Ratings			
5.	Nominal Length of Insulator (mm)	*		
6.	Min. Leakage Distance (mm)	*		
7.	Specified Mechanical Load 'SML' (kN)	160kN, 160kN & 120kN		
8.	Routine Test Load 'RTL' (kN)	*		
9.	Dry Arcing Distance (mm)	*		
10.	Type of Suspension String (Single/Double I-String, Vee String)	Single		
11.	Type of Tension String (Single/Double/Triple/Quad)	Double		
12.	Nominal System Voltage (kV)	220		
13.	Power Frequency Dry Withstand (kV)	*		
14.	Power Frequency Wet Withstand (kV)	*		
15.	Dry Lightning Impulse Withstand, Positive (kV)	*		
16.	Dry Lightning Impulse Withstand, Negative (kV)	*		
17.	Wet Switching Impulse Withstand (kV)	*		

S. No.	Description	A	B	C
18.	Max. RIV at 1000kHz with Line to Ground (l-g) Voltage as per Clause 4.3.3	100 $\mu$ V		
19.	Visible Corona Voltage Level, kV	*		
20.	Receding water angle	80° or more		
21.	Weight per Unit (Kg)	*		
22.	Type of weathershed	*		
23.	Coupling class/type of insulator end fitting	Ball & Socket		
24.	Insulator weathershed material	Silicone Rubber		
25.	Weathershed profile (Regular/Alternating)	Alternate Weathershed		
26.	Min. sheath thickness over the core (mm)	>3		
27.	Min. silicone content of sheath-weathershed	$\geq 30\%$ By weight		
28.	TGA Report/Fingerprint of Polymer material provided with the bid	Yes		
29.	Insulator core material	*		
30.	Process of preparation of material	Casting/forging		
31.	Sand Blasting	Yes/No		
32.	Detail of Galvanization Process provided with the bid	Yes/No		
33.	Detail of Rubber Manufacturing Process provided with the bid	Yes/No		
34.	Detail of Core Manufacturing Process provided with the bid	Yes/No		
35.	Detail of Hardware Crimping Process provided with the bid	Yes/No		
36.	Detail of Application of Rubber on the core provided with the bid	Yes/No		
37.	Core diameter (mm)	*		
38.	Glass content in core (% by Volume)	>60		
39.	Insulator Fabrication Process	Molded/ Modular		
40.	Water washing pressure withstand	3800kPa		
41.	Attachment of Insulator End Fittings	Compression /Injection mold		
42.	Material of Insulator End Fittings	*		
43.	Material of Grading Device	*		
44.	Complete description/details of packing of material enclosed	Yes		

**Notes:**

- 1) All values shall be in metric system.
- 2) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.
- 3) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.

- 4) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.

---

**Signed and Stamp by  
the Manufacturer**

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**Signed and Stamped by  
the Bidder**

**SPECIFIC PLANT DATA FOR  
COMPLETE HARDWARE STRINGS INCLUDING POLYMER INSULATORS**

Sr.#	Description	‘A’	‘B’	‘C’
<b>A-</b>	<b>GENERAL</b>			
1.	Manufacturer’s Name:	_____		
2.	Address of Manufacturing Facility	_____		
3.	Website of Manufacturer	_____		
4.	Name of Contact Person of Manufacturer for this Project	_____		
5.	Email of Contact Person	_____		
6.	Origin of Material (Makers Name & Address)	_____		
7.	Name and Address of Galvanizer	_____		
8.	Name and Address where testing carried out.	_____		
<b>B-</b>	<b>DESIGN REQUIREMENTS</b>			
1.	Power frequency withstand voltage of string with arcing horns, corona control rings/grading rings under wet condition kV(rms)	*		
2.	Switching surge withstand voltage (wet)			
	(a) Positive, kV(peak)	*		
	(b) Negative, kV(peak)	*		
3.	Impulse withstand voltage (dry)			
	(a) Positive, kV(peak)	*		
	(b) Negative, kV(peak)	*		
4.	Min. Impulse flashover voltage (dry) as per IEC-60060-1			
	(a) Positive, kV(peak)	*		
	(b) Negative, kV(peak)	*		
5.	Minimum Corona extinction voltage under dry condition kV(rms)	*		
6.	RIV at 1MHZ when the string is energized at 160 KV(rms) under dry Condition (µV)	*		
7.	Mechanical strength of complete insulator string alongwith hard- ware fittings (kN)	*		
8.	Max. Voltage across any section in insulator assembly (%)	*% for suspension * for tension		
9.	Method/Test for verification of max. voltage	*		
10.	Whether drawing of hardware assemblies attachment with the tower showing dimensions and isometric views submitted	Yes		
11.	Complete description/details of packing of material enclosed	Yes		

**Notes:**

- 1) All values shall be in metric system.
- 2) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.

- 3) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.
- 4) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.

---

**Signed and Stamp by  
the Manufacturer**

---

**Signed and Stamped by  
the Bidder**

**SCHEDULE OF TECHNICAL DATA  
FOR OPGW**

Sr. No.	Description	'A'	'B'	'C'
<b>A-</b>	<b>GENERAL</b>			
i)	Manufacturer's Name:	_____		
ii)	Address of Manufacturing Facility	_____		
iii)	Website of Manufacturer	_____		
iv)	Contact Person of Manufacturer for this Project	_____		
v)	Email of Contact Person	_____		
vi)	Origin of Material (Makers Name & Address)	_____		
vii)	Model Number:			
	OPGW Cable,	* _____	_____	_____
	Optical Fiber,	* _____	_____	_____
viii)	Applicable Standards for:			
	OPGW Cable,	* _____	_____	_____
	Optical Fiber,	<u>ITU-T G.652</u>	_____	_____
	Metallic Part,	ASTM B415 & B416	_____	_____
	Tests.	IEEE Std. 1138 (2009)	_____	_____
ix)	All tests, as called in the Technical Provisions, will be carried out within the quoted cost.	<u>Yes</u>	_____	_____
x)	Type Test certificates from independent Lab.			
	Carried out,	<u>Yes</u>	_____	_____
	Carried in the year,	* _____	_____	_____
	Testing Agency (Name),	* _____	_____	_____
	Testing Station / Place,	* _____	_____	_____

Sr. No.	Description	'A'	'B'	'C'
	Country.	* _____	_____	_____
xi)	Manufacturer's Quality System in accordance with ISO 9000, 9001, 9002, 9003 & 9004.	<u>Yes</u> _____	_____	_____
	Applicable Standard.	* _____	_____	_____
	Certified by (Company Name).	* _____	_____	_____
	Certification valid till (year).	* _____	_____	_____
xii)	Direction of lay (outer most layer)	* _____	_____	_____

## 1 TECHNICAL DETAIL

### 1.1 OPGW CONSTRUCTION:

#### 1.1.1 CENTRAL FIBER OPTIC UNIT:

##### 1.1.1.1 CENTRAL METALLIC UNIT:

Sr. No.	Description	'A'	'B'	'C'
i)	Central hollow metallic extruded tube housing the optical fiber buffer tubes.	<u>Yes</u> _____	_____	_____
ii)	Material of central hollow tube is Aluminium.	<u>Yes</u> _____	_____	_____
iii)	Minimum thickness of the central hollow metallic tube wall.	<u>0.8 to 2 mm</u> _____	_____	_____
iv)	Central hollow metallic tube, outer diameter, mm	* _____	_____	_____
v)	Central hollow metallic tube, inner diameter, mm	* _____	_____	_____
vi)	Number of loose buffer tubes inside the central hollow metallic extruded tube (a) for 24-fiber OPGW	<u>3 to 4</u> _____	_____	_____
vii)	The hydrogen absorbent gel is filled in loose tube	<u>Yes</u> _____	_____	_____

Sr. No.	Description	'A'	'B'	'C'
viii)	The buffer tubes are helically stranded around a metallic support member (central strength member).	<u>Yes</u>	_____	_____
ix)	Material of metallic support member (central strength member).	<u>*</u>	_____	_____

#### 1.1.1.2 FIBER UNIT:

Sr. No.	Description	'A'	'B'	'C'
i)	Loose buffer tubes are housed in the central hollow metallic extruded tube.	<u>Yes</u>	_____	_____
ii)	Loose buffer tubes (housed in central hollow metallic tube) are made of polybutylene terephthalate or metal material	<u>Yes</u>	_____	_____
iii)	Buffer tubes, outer diameter, mm	<u>*</u>	_____	_____
iv)	Buffer tubes, inner diameter, mm	<u>*</u>	_____	_____
v)	Optical Fibers are loosely housed in the buffer tubes.	<u>Yes</u>	_____	_____
vi)	The buffer tubes are filled with water proof and hydrogen absorbent gel.	<u>Yes</u>	_____	_____
vii)	Type of water proof jelly filled in buffer tubes.	<u>*</u>	_____	_____
viii)	Gel dripping temperature greater than 85°C.	<u>Yes</u>	_____	_____
ix)	Buffer tubes are colour coded according to EIA-598A.	<u>Yes</u>	_____	_____
x)	Total number of fibers in the OPGW (24/36/48 fibers).	<u>*</u>	_____	_____
xi)	Total number of fibers per buffer tube (maximum) (a) for 24-fiber OPGW	<u>8 nos.</u>	_____	_____
xii)	Structural details of complete fiber optic unit are included.	<u>Yes</u>	_____	_____

**1.1.2 STANDARD METALLIC WIRE (ARMOUR):**

Sr. #	Description	'A'	'B'	'C'
i)	Armour comprises of single layer (two layers if required)	Yes	_____	_____
ii)	First/Inner layer of armour (standard wires) is made of aluminium class steel.	ACS	_____	_____
	(a) Number of strands of first layer.	*	_____	_____
	(b) Diameter of individual strand wire in the first layer, mm	*	_____	_____
iii)	Second/Outer layer of armour (standard wires) is made of aluminium alloy (if applicable).	*	_____	_____
	(a) Number of strands in the second layer.	*	_____	_____
	(b) Diameter of individual strand wire in the second layer, mm	*	_____	_____
iv)	Cross-section of the metallic unit, mm <sup>2</sup>	*	_____	_____

**1.1.3 OPGW CHARACTERISTIC:**

Sr. #	Description	'A'	'B'	'C'
i)	Overall Diameter of OPGW, mm.	≤12.5	_____	_____
ii)	Nominal cross-section of the OPGW (total conductor area), mm <sup>2</sup>	*	_____	_____
iii)	Maximum permissible pulling force, Kg.	*	_____	_____
iv)	Ultimate breaking force, Kg	≥7000	_____	_____
v)	Minimum bending radius (without fiber damage), mm	≤220	_____	_____
vi)	Nominal DC resistance at 20°C, ohm/km.	≤0.75	_____	_____
vii)	Thermally efficient rated short circuit current (Maximum 1 sec. current for temperature rise from 20 to 200 °C), kA.	≥6	_____	_____



xi)	Difference in attenuation, coefficient when measured from both ends, dB.	<u>0.05</u>	_____	_____
xii)	Maximum splicing loss, dB.	<u>0.1</u>	_____	_____
xiii)	Fiber colour coded according to EIA-598A.	<u>Yes</u>	_____	_____
xiv)	Fiber reserve length, %	<u>≥0.45</u>	_____	_____
xv)	Transmission speed. Mbit/s.	<u>Up to 2488</u>	_____	_____
xvi)	Core Diameter, μm.	<u>9/10 μm. ±0.5</u>	_____	_____
xvii)	Maximum End Connector Loss, dB	<u>0.5</u>	_____	_____
xviii)	Maximum Cladding Non-Circularity, %	<u>2%</u>	_____	_____

## 2 OPGW PERFORMANCE DATA

Sr. No.	Description	'A'	'B'	'C'
i)	Date of first commercial operation of the offered OPGW, dd-mm-yy.	<u>*</u>	_____	_____
ii)	Guaranteed service life, years (min).	<u>35</u>	_____	_____

## 3 SUPPORTING DOCUMENTS:

Sr. No.	Description	'A'	'B'	'C'
i)	Cable cross-section drawings enclosed & details attached.	<u>Yes</u>	_____	_____
ii)	Reference list attached.	<u>Yes</u>	_____	_____
iii)	Client's certificates enclosed.	<u>Yes</u>	_____	_____
iv)	Technical literature enclosed.	<u>Yes</u>	_____	_____
iv)	Type Test Report enclosed.	<u>Yes</u>	_____	_____

## 4 PACKING SPECIFICATION

Sr. No.	Description	'A'	'B'	'C'
i)	Length of OPGW reel, m.	<u>5000</u>	_____	_____
ii)	Tolerance of OPGW per drum for specified lengths	<u>+2%</u>	_____	_____
iii)	Non-returnable Reel material	<u>*</u>	_____	_____

iv)	Overall reel dimension			
	(a) Diameter, cm.	*	_____	_____
	(b) Width, cm.	*	_____	_____
	(c) Weight, kg.	*	_____	_____
v)	Reel Spindle hole diameter, mm.	*	_____	_____
vi)	Packing covering	*	_____	_____
vii)	Complete Description/Details of packing of material enclosed	Yes	_____	_____

**Notes:**

- 1) All values shall be in metric system.
- 2) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.
- 3) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.
- 4) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.

\_\_\_\_\_  
**Signed and Stamp by  
the Manufacturer**

\_\_\_\_\_  
**Signed and Stamped by  
the Bidder**

**SCHEDULE OF TECHNICAL DATA  
FOR JOINT BOX**

Sr. No.	Description	‘A’	‘B’	‘C’
<b>A- GENERAL</b>				
1.	Manufacturer’s Name:	_____		
2.	Address of Manufacturing Facility	_____		
3.	Website of Manufacturer	_____		
4.	Name of Contact Person of Manufacturer for this Project	_____		
5.	Email of Contact Person	_____		
6.	Origin of Material (Makers Name & Address)	_____		
7.	Model Number	_____		
8.	Applicable standards	<u>ITU-T &amp; IEC</u>		
<b>B- DESIGN DATA</b>				
1.	Material of housing	*	_____	_____
2.	Protection class	<u>≥ IP65</u>	_____	_____
3.	Number of cable entries	<u>≥ 4</u>	_____	_____
4.	Hardware and metallic parts treated with anti-corrosion element	<u>Yes/No</u>	_____	_____
5.	Paint Type			
6.	Paint thickness, mm	*	_____	_____
7.	Dimensions:			
	a) Width, mm	*	_____	_____
	b) Height, mm	*	_____	_____
	c) Depth, mm	*	_____	_____
8.	Weight, kg	*	_____	_____
9.	Climatic requirements:			
	i) Operation temperature:			
	a) Maximum, °C	<u>80</u>	_____	_____
	b) Minimum, °C	<u>-10</u>	_____	_____
	ii) Relative humidity:			
	a) Maximum, %	<u>95</u>	_____	_____
	b) Minimum, %	<u>5</u>	_____	_____

Sr. No.	Description	'A'	'B'	'C'
10.	All tests, as called in the specifications, will be carried out within the quoted cost	<u>Yes</u>	_____	_____
<b>C- PACKING</b>				
	(a) No of joint boxes in each crate			
	(b) Net weight			
	(c) Gross weight			
	(d) No of bundles for supporting device			
	(e) Net weight of each bundle			
	(f) Gross weight of each bundle			
<b>D- PERFORMANCE DATA</b>				
	i) Date of first commercial operation of offered Joint Box, dd-mm-yy	<u>*</u>	_____	_____
	ii) Reference list attached	<u>Yes</u>	_____	_____
<b>E- SUPPORTING DOCUMENTS</b>				
	i) Technical literature enclosed	<u>Yes</u>	_____	_____
	ii) Type Test Reports enclosed			

Notes:

- 1) All values shall be in metric system.
- 2) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.
- 3) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.
- 4) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.
- 5) The offered material must be corrosion resistant to the atmospheric heavy pollution.
- 6) The contractor will carry out drum testing of the supplied OPGW, OFAC within the quoted bid price after delivery at site which should consist of following:
  - a) OTDR test
  - b) Attenuation Test

NTDC's acceptance of supplied material shall be based on successful drum testing results.

\_\_\_\_\_  
Signed and Stamp by  
the Manufacturer

\_\_\_\_\_  
Signed and Stamped by  
the Bidder

**SCHEDULE OF TECHNICAL DATA FOR  
MID SPAN JOINT FOR ACSR RAIL” CONDUCTOR  
(COMPRESSION SPLICE)**

Sr. No.	Description	‘A’	‘B’	‘C’
---------	-------------	-----	-----	-----

**A- GENERAL**

1. Manufacturer’s Name: \_\_\_\_\_
2. Address of Manufacturing Facility \_\_\_\_\_
3. Website of Manufacturer \_\_\_\_\_
4. Name of Contact Person of Manufacturer for this Project \_\_\_\_\_
5. Email of Contact Person \_\_\_\_\_
6. Origin of Material (Makers Name & Address) \_\_\_\_\_
7. Name and Address of Galvanizer \_\_\_\_\_
8. Name and Address where testing carried out. \_\_\_\_\_
9. Standard/Specifications applied IEC 61284 and Volume-II: Technical Specifications of this Tender.

**B- DESIGN REQUIREMENTS**1. Dimensions:a) Steel Sleeve

- |                                    |   |  |  |
|------------------------------------|---|--|--|
| i) Inner Dia, mm                   | * |  |  |
| ii) Outer Dia, mm                  | * |  |  |
| iii) Length before compression, mm | * |  |  |
| iv) Length after compression, mm   | * |  |  |
| v) Diameter after compression, mm  | * |  |  |
| vi) Percentage Elongation          | * |  |  |
| vii) Weight, kg                    | * |  |  |

b) Aluminium Sleeve

- |                                    |   |  |  |
|------------------------------------|---|--|--|
| i) Inner Dia, mm                   | * |  |  |
| ii) Outer Dia, mm                  | * |  |  |
| iii) Length before compression, mm | * |  |  |
| iv) Length after compression, mm   | * |  |  |

Sr. No.	Description	'A'	'B'	'C'
v)	Diameter after compression, mm	*	_____	_____
vi)	Percentage Elongation	*	_____	_____
vii)	Weight, kg	*	_____	_____
c)	Die Size Aluminium/Steel	*	_____	_____
d)	Result of Heat Cycle Test provided with the Bid (Yes/No)	*	_____	_____
e)	Minimum Failing Load , kg (SMFL)	<u>12,000</u>	_____	_____
f)	Slipping strength, kg	<u>95% of SMFL</u>	_____	_____
2.	Weight, kg	_____	_____	_____
3.	Whether Factory prefilled with appropriate filler compound	<u>Yes</u>	_____	_____
4.	Compression pressure, Tonne	_____	_____	_____
5.	Result of heat cycle test provided with bid	<u>Yes/No</u>	_____	_____
6.	Packing Provisions	<u>As per Spec</u>	_____	_____
7.	All tests, as called for in the Technical Provisions, will be carried out within the quoted cost	<u>Yes</u>	_____	_____
8.	Whether drawing of conductor mid span Joint submitted	<u>Yes</u>	_____	_____
9.	Maximum Production Capacity per Month (tons/pieces)	*	_____	_____

Notes:

- 1) All values shall be in metric system.
- 2) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.
- 3) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.
- 4) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.

---

**Signed and Stamp by the Manufacturer**


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**Signed and Stamped by the Bidder**

**SCHEDULE OF TECHNICAL DATA FOR  
REPAIR SLEEVE FOR ACSR RAIL” CONDUCTOR**

Sr.#	Description	‘A’	‘B’	‘C’
<b>A- GENERAL</b>				
1.	Manufacturer’s Name:	_____		
2.	Address of Manufacturing Facility	_____		
3.	Website of Manufacturer	_____		
4.	Name of Contact Person of Manufacturer for this Project	_____		
5.	Email of Contact Person	_____		
6.	Origin of Material (Makers Name & Address)	_____		
7.	Name and Address of Galvanizer	_____		
8.	Name and Address where testing carried out.	_____		
9.	Standard/Specifications applied	<u>IEC61284 and Volume-II: Technical Specifications of this Tender</u>		
<b>B- DESIGN REQUIREMENTS</b>				
1.	Before compression, dia. of sleeve:			
	a. Inner diameter	_____ mm		
	b. Outer diameter	_____ mm		
2.	Dimensions after compression:			
	a. Corner to Corner	_____ mm		
	b. Surface to Surface	_____ mm		
3.	Length of the sleeve:			
	a. Before compression	_____ mm		
	b. After compression	_____ mm		
4.	Material & process of manufacture	_____		
5.	Percentage Elongation	_____ mm		
6.	Failing Load	95% of UTS of Conductor		kg
7.	Weight of sleeve	_____ kg		
8.	Die size	_____		
9.	Compression Pressure	_____ Tonne		
10.	Whether the drawing of Repair Sleeve Submitted?	YES		
11.	All tests, as called for in the Technical Provisions, will be carried out within the quoted cost	YES		
12.	Packing Provisions	As per Spec		
13.	Maximum Production Capacity per Month (tons/pieces)	*	_____	_____

Notes:

- 1) All values shall be in metric system.
- 2) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.
- 3) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.
- 4) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.

---

**Signed and Stamp by  
the Manufacturer**

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**Signed and Stamped by  
the Bidder**

**SCHEDULE OF TECHNICAL DATA  
FOR  
GROUNDING MATERIAL**

Sr.#	Description	‘A’	‘B’	‘C’
------	-------------	-----	-----	-----

**A- GENERAL**

- |    |   |  |  |  |
|----|---|--|--|--|
| 1. | Manufacturer’s Name:                                    |  |  |  |
| 2. | Address of Manufacturing Facility                       |  |  |  |
| 3. | Website of Manufacturer                                 |  |  |  |
| 4. | Name of Contact Person of Manufacturer for this Project |  |  |  |
| 5. | Email of Contact Person                                 |  |  |  |
| 6. | Origin of Material (Makers Name & Address)              |  |  |  |
| 7. | Name and Address of Galvanizer                          |  |  |  |
| 8. | Name and Address where testing carried out.             |  |  |  |
| 9. | Standard/Specifications applied                         |  |  |  |

**B- DESIGN REQUIREMENTS**

## 1. Copper-weld/Copper-covered Ground Rod

- |       |  |                                 |  |  |
|-------|--|---------------------------------|--|--|
| i)    | Origin of material<br>(Maker's Name and Address) |                                 |  |  |
| ii)   | Standard Specification applied                   | <u>ANSI/UL 467</u>              |  |  |
|       |  | <u>Standards,</u>               |  |  |
|       |  | <u>Volume-II of this Tender</u> |  |  |
| iii)  | Tensile strength, kg/mm <sup>2</sup>             | 41-56                           |  |  |
| iv)   | Yield strength (min), kg/mm <sup>2</sup>         | 25                              |  |  |
| v)    | Elongation, %                                    | 20% in 200mm                    |  |  |
|       |  | <u>gauge length</u>             |  |  |
| vi)   | Method used to cover steel by copper             |                                 |  |  |
|       | - Molten Welding                                 | *                               |  |  |
|       | - Copper bonded (electro deposited)              | *                               |  |  |
| vii)  | Dia. of rod, mm                                  | 16                              |  |  |
| viii) | Length of Rod, m                                 | 3                               |  |  |
| ix)   | Thickness of Copper                              |                                 |  |  |
|       | - Copper Weld, mm                                | 0.38                            |  |  |
|       | - Copper Cover /electroplating, mm               | 0.45                            |  |  |
| x)    | Weight   |                                 |  |  |

Sr. No.	Description	‘A’	‘B’	‘C’
------------	-------------	-----	-----	-----

## xi) Packing Specifications

a) No. of rods in each box	*			
b) Net weight, kg	*			
c) Gross weight, kg	*			

## 2. Grounding connectors

i) Origin of material			
(Maker's Name and Address)			

ii) Standard Specification applied	ANSI/UL 467		
	<u>Standards</u>		

Volume-II of this Tender

iii) Cable to Rod Connector			
a) Material used	Bronze or		
high strength	copper alloy		
b) Clamp Size	*		
c) Screw Size	*		
d) Weight	*		

iv) Flat to cable connector			
a) Material	Hot dip		
	<u>galvanized steel</u>		
b) Terminal size	*		
c) Outer Diameter/Inner Diameter	*		
d) Size of hole	*		

v) Tightening torque	*		
(withstand without damage)			

vi) Packing Specifications			
a) No. of connectors in each box	*		
b) Net weight, kg	*		
c) Gross weight, kg	*		

## 3. Stranded Copper Wire for Earthing

i) Origin of material			
-----------------------	--	--	--

Sr. No.	Description	'A'	'B'	'C'
	(Maker's Name and Address)			
ii)	Standard Specifications applied	<u>WAPDA Spec, P-16:68 Volume-II of this Tender</u>	_____	_____
iii)	No. of strands	<u>07</u>	_____	_____
iv)	Dia. of each strand, mm	<u>4.2</u>	_____	_____
vi)	Dia. of complete wire, mm	<u>13</u>	_____	_____
vii)	Resistance at 20 deg C (ohm/km)	<u>0.184</u>	_____	_____
viii)	Tensile strength kg/mm	<u>33 min-38 max</u>	_____	_____
ix)	Elongation in 150cm	<u>1%</u>	_____	_____
x)	Weight Kg/km	<u>874.20</u>	_____	_____
xi)	Packing			
	a) Length of wire in each reel, m	<u>1000</u>	_____	_____
	b) Net weight, kg	<u>*</u>	_____	_____
	c) Gross weight, kg	<u>*</u>	_____	_____
	d) Protection on inner flange of reel	<u>*</u>	_____	_____
	e) Protection on two outer layers of wire	<u>*</u>	_____	_____
	f) Protective covering for overall wrapping	<u>*</u>	_____	<u>*</u>
4.	All tests, as called for in the Technical Specifications, will be carried out within the quoted cost	<u>Yes</u>	_____	_____
5.	Complete Description/Details of packing of material enclosed	<u>Yes</u>	_____	_____

Notes:

- 1) All values shall be in metric system.
- 2) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.

- 3) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.
- 4) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.
- 5) Specify the name of manufacturers, in case the sub-items are made by different manufacturers.

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**Signed and Stamp by  
the Manufacturer**

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**Signed and Stamped by  
the Bidder**

**SPECIFIC PLANT DATA FOR  
Compression type Dead End (For ACSR “RAIL” Conductor)**

Sr. No.	Description	‘A’	‘B’	‘C’
1.	Manufacturer’s Name:			
	Address of Manufacturing Facility			
	Website of Manufacturer			
	Name of Contact Person of Manufacturer for this Project			
	Email of Contact Person			
	Origin of Material (Makers Name & Address)			
	Name and Address of Galvanizer			
	Name and Address where testing carried out.			
2.	Applicable Standard	IEC 61284, Volume-II of this Tender		
3.	Minimum Failing Load, kg (SMFL)	12,000		
4.	Slipping Load, kg	95% of SMFL		
5.	Result of Heat Cycle Test provided with the Bid (Yes/No)	*		
6.	Tension Clamp factory pre-filled with appropriate filler compound	Yes		
7.	<u>Steel Compression Dead End</u>			
8.	i Inner Dia, mm	*		
	ii Outer Dia, mm	*		
	iii Length before compression, mm	*		
	iv Length after compression, mm	*		
	v Diameter after compression, mm	*		
	vi Percentage Elongation	*		
	vii Die Size	*		
	viii Weight, kg	*		
9.	<u>Aluminium Alloy Compression Dead End</u>			
10.	i Inner Dia, mm	*		
	ii Outer Dia, mm	*		
	iii Length before compression, mm	*		
	iv Length after compression, mm	*		
	v Diameter after compression, mm	*		
	vi Percentage Elongation	*		
	vii Die Size	*		
	viii Weight, kg	*		
11.	Jumper Terminal			
	i	No. of Bolts	04	
	ii	Size & Material of Bolts, Nuts	Aluminum Alloy(M16)/ Stainless Steel(M12)	

	iii	Material of Spring Washers	Aluminum Alloy/ Stainless Steel		
	iv	Material of Plain Washers	Aluminum Alloy/ Stainless Steel		
	v	Material of Belleville Washers	Aluminum Alloy/ Stainless Steel		
12.		Corona extinction voltage level, kV rms (L-G)	160		
13.		Result of Heat Cycle Test provided with bid?	Yes/No		
14.		Quantity of additional filler compound to be Supplied	5% of the total quantity		
15.		Protection of open mouths of accessories against moisture and dust is ensured with	Plastic/Rubber Cap		
16.		Galvanizing of ferrous material			
	a)	Type of Galvanizing	Hot Dip		
	b)	Zinc Coating Thickness ( $\mu\text{m}$ )	As per Vol-II: Technical Specifications Clause 1.1.6		
17.		Whether Hardware is suitable to withstand industrial and desert corrosion	Yes		
18.		Whether dead-end clamp be corona free during operation	Yes		
19.		All tests, as called for in the Technical Provisions, will be carried out within the quoted cost	Yes		
20.		Whether drawing of Conductor dead end Clamp including its 3D isometric view submitted	Yes		
21.		Whether marking of compression dead end body and its components is according to the Technical Provisions	Yes		
22.		Whether adequate quantity of Electrical Joint Compound Supplied with Compression Dead End Bodies	Yes		
23.		Packing Provisions	As per Spec		
24.		Maximum Production Capacity per Month (tonnes/Pieces)	*		

## Notes:

'A' – Purchaser Specified Data/Parameters

'B' – Bidder/Supplier/Manufacturer/Contractor Proposed Data/parameters

'C' – Remarks supporting the proposed deviation in Column B

(\*)- Data/Parameters to be provided/proposed by the Bidder/Supplier/Manufacturer/Contractor in Column

\*All values shall be in metric system.

**Signed and Stamp by the Manufacturer**

**Signed and Stamped by the Bidder**

**SCHEDULE OF TECHNICAL DATA  
FOR  
HARDWARE FOR CONDUCTOR & OPGW**

Sr. No.	Description	‘A’	‘B’	‘C’
------------	-------------	-----	-----	-----

**A- GENERAL**

- |    |   |   |  |  |
|----|---|---|--|--|
| 1. | Manufacturer’s Name:                                    | _____   |  |  |
| 2. | Address of Manufacturing Facility                       | _____   |  |  |
| 3. | Website of Manufacturer                                 | _____   |  |  |
| 4. | Name of Contact Person of Manufacturer for this Project | _____   |  |  |
| 5. | Email of Contact Person                                 | _____   |  |  |
| 6. | Origin of Material (Makers Name & Address)              | _____   |  |  |
| 7. | Name and Address of Galvanizer                          | _____   |  |  |
| 8. | Name and Address where testing carried out.             | _____   |  |  |
| 9. | Standard/Specifications applied                         | <u>IEC 61284 and Volume-II of this Tender</u> |  |  |

**B- DESIGN REQUIREMENTS**

- |    |  |   |       |       |
|----|--|---|-------|-------|
| 1. | Resistance to conductor, shield wire & OPGW slippage test                              |   |       |       |
|    | a) Conductor suspension clamp (kg)   | <u>2500</u>   | _____ | _____ |
|    | b) OPGW suspension clamp (kg)  | <u>10-13% UTS of OPGW</u>   | _____ | _____ |
|    | c) OPGW tension clamp  | <u>95% of UTS of OPGW</u>   | _____ | _____ |
| 2. | Corona Extinction Voltage Level, kV rms (L-G) for Conductor Insulator Hardware Strings | <u>160 kV</u>   | _____ | _____ |
| 3. | Type of Galvanizing  | <u>Hot dip</u>  | _____ | _____ |
| 4. | Galvanizing Thickness  | <u>As per Clause 1.1.6 in Volume-II Technical Specifications of this tender</u> | _____ | _____ |
| 5. | Whether Sandblasting done prior to galvanization                                       | <u>Yes</u>  | _____ | _____ |
| 6. | Whether Conductor Insulator Hardware   | <u>Yes</u>  | _____ | _____ |

Strings suitable for hot line maintenance

- |   |   |
|---|---|
| 7. Material of cotter pin for Hardware  | Stainless Steel/<br><u>Bronze</u> _____ |
| 8. Whether conductor insulator hardware suitable for short circuit current of <b>50kA</b> for 1 Sec.      | <u>Yes</u> _____                        |
| 9. Complete description/details of packing of material enclosed   | <u>Yes</u> _____                        |
| 10. All tests, as called for in the Technical Specifications, will be carried out within the quoted cost. | <u>Yes</u> _____                        |

**Notes:**

- 1) All values shall be in metric system.
- 2) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.
- 3) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.
- 4) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.

\_\_\_\_\_  
**Signed and Stamp by  
 the Manufacturer**

\_\_\_\_\_  
**Signed and Stamped by  
 the Bidder**

**SPECIFIC PLANT DATA FOR  
TWIN SPACER DAMPER FOR RAIL CONDUCTOR**

Sr.#	Description	‘A’	‘B’	‘C’
------	-------------	-----	-----	-----

**A- GENERAL**

- |    |   |   |  |  |
|----|---|---|--|--|
| 1. | Manufacturer’s Name:                                    |   |  |  |
| 2. | Address of Manufacturing Facility                       |   |  |  |
| 3. | Website of Manufacturer                                 |   |  |  |
| 4. | Name of Contact Person of Manufacturer for this Project |   |  |  |
| 5. | Email of Contact Person                                 |   |  |  |
| 6. | Origin of Material (Makers Name & Address)              |   |  |  |
| 7. | Name and Address of Galvanizer                          |   |  |  |
| 8. | Name and Address where testing carried out.             |   |  |  |
| 9. | Standard/Specifications applied                         | <u>IEC 61854 &amp; Volume-II: Technical Specifications of this tender</u> |  |  |

**B- DESIGN REQUIREMENTS**

- |     |  |  |  |  |
|-----|--|--|--|--|
| 10. | Value of dynamic strain caused by vibration in vertical direction at the suspension point(micro-strain)  | <u>200 micro m/m</u>                   |  |  |
|     |  | <u>(peak - peak)</u>                   |  |  |
| 11. | Spacing between centers of sub-conductors (mm)   | <u>457</u>                             |  |  |
| 1.  | Type of damping material   | <u>Elastomer</u>                       |  |  |
| 2.  | Design installation torque for break-away head bolt (Nm)   | *                                      |  |  |
|     | a) minimum   | _____                                  |  |  |
|     | b) maximum   | *_____                                 |  |  |
|     | c) tolerance   | <u>within ± 10%</u>                    |  |  |
| 3.  | Inner Diameter of clamp inside of bushing(mm)  | _*_____                                |  |  |
| 4.  | Material & size of Breakaway type Bolts<br><u>M16 Al. Alloy/</u><br><u>M12 SS</u>                        | <u>M16 Al. Alloy/</u><br><u>M12 SS</u> |  |  |
| 16. | Withstanding torque of Bolted type Spacer Assembly Clamps  | _*_____                                |  |  |
| 17. | Strength of the spacer damper assembly against Short circuit current of <b>50kA</b> rms as per IEC 61854 |  |  |  |

	(i) Compressive Load, kg	<u>1450</u>	<u>          </u>
	(ii) Tensile Load, kg	<u>725</u>	<u>          </u>
18.	Specify temperature withstand capability of Elastomer or other non-metallic material	<u>-10 to +100°C</u>	<u>          </u>
19.	Electrical resistance of the elastomer cushioned spacer damper (specify the range), ohms	<u>10kΩ-100MΩ</u>	<u>          </u>
20.	All tests, as called for in the Technical Specifications, will be carried out within the quoted cost	<u>Yes</u>	<u>          </u>
21.	Weight of the spacer damper, kgs	<u>  *  </u>	<u>          </u>
22.	Whether the drawing of spacer damper submitted?	<u>Yes</u>	<u>          </u>
23.	Min. corona extinction voltage under dry conditions, kVrms (L-G)	<u>160</u>	<u>          </u>
24.	Radio interference voltage under dry conditions, dBμV	<u>50dBμV at 1MHz</u>	<u>          </u>
25.	Maximum production capacity for spacer damper per month (pieces)	<u>  *  </u>	<u>          </u>
26.	No. of Spacer Dampers required per Average Span Length	<u>  *  </u>	<u>          </u>
	(Also whether information regarding No. of dampers per span for various span lengths and their spacing data submitted?)	<u>Yes</u>	<u>          </u>
27.	Packing Provisions	<u>As per Spec</u>	<u>          </u>

Notes:

- 1) All values shall be in metric system.
- 2) Bidder has to fill-up above details to verify the Technical Data of his proposed manufacturer.
- 3) Bidder/Manufacturer shall completely fill the Schedule of Technical Data.
- 4) Detailed dimensional drawings showing type of material and other details/data etc. must be submitted with the bid.

\_\_\_\_\_  
**Signed and Stamp by  
the Manufacturer**

\_\_\_\_\_  
**Signed and Stamped by  
the Bidder**

**SCHEDULE OF TECHNICAL DATA  
FOR  
STOCK BRIDGE VIBRATION DAMPERS FOR ACSR RAIL**

Sr. No.	Description	‘A’	‘B’	‘C’
------------	-------------	-----	-----	-----

**A- GENERAL**

1. Manufacturer’s Name: \_\_\_\_\_
2. Address of Manufacturing Facility \_\_\_\_\_
3. Website of Manufacturer \_\_\_\_\_
4. Name of Contact Person of Manufacturer for this Project \_\_\_\_\_
5. Email of Contact Person \_\_\_\_\_
6. Origin of Material (Makers Name & Address) \_\_\_\_\_
7. Name and Address of Galvanizer \_\_\_\_\_
8. Name and Address where testing carried out. \_\_\_\_\_
9. Standard/Specifications applied IEC 61897 & Volume-II : Technical specifications of this tender

**B- DESIGN REQUIREMENTS**

10. Dynamic strain caused by vibration at suspension point in vertical direction, micro-strain 200 micro m/m \_\_\_\_\_  
(peak - peak)
11. Vibration dampers equipped with breakaway type bolts or caps (Yes/No) Yes \_\_\_\_\_
12. All tests, as called for in the Technical Specifications, will be carried out within the quoted cost Yes \_\_\_\_\_
13. Weight of Damper, kg \* \_\_\_\_\_
14. Material & Manufacturing process of damper Weights \* \_\_\_\_\_
15. Material of Clamp \* \_\_\_\_\_
16. Material of Bolts & Plain & Belleville, Washers \* \_\_\_\_\_
17. Design of Stockbridge Damper 4-R \_\_\_\_\_
18. Material of breakaway type bolts or caps Al. Alloy/  
Stainless Steel/ \_\_\_\_\_



**SCHEDULE OF TECHNICAL DATA  
FOR  
STOCKBRIDGE VIBRATION DAMPERS FOR OPGW**

Sr. No.	Description	12mm OPGW Designated as SB-OPGW		
		'A'	'B'	'C'

**A- GENERAL**

1. Manufacturer's Name: \_\_\_\_\_
2. Address of Manufacturing Facility \_\_\_\_\_
3. Website of Manufacturer \_\_\_\_\_
4. Name of Contact Person of Manufacturer for this Project \_\_\_\_\_
5. Email of Contact Person \_\_\_\_\_
6. Origin of Material (Makers Name & Address) \_\_\_\_\_
7. Name and Address of Galvanizer \_\_\_\_\_
8. Name and Address where testing carried out. \_\_\_\_\_
9. Standard/Specifications applied IEC 61897 & Volume-II: Technical Specifications of this tender.

**B- DESIGN REQUIREMENTS**

10. Dynamic strain caused by vibration at suspension point in vertical direction, micro-strain 200 micro m/m \_\_\_\_\_  
(peak - peak)
5. Vibration dampers equipped with breakaway type bolts or caps (Yes/No) Yes \_\_\_\_\_
6. All tests, as called for in the Technical Specifications, will be carried out within the quoted cost Yes \_\_\_\_\_
7. Weight of Damper, kg \* \_\_\_\_\_
8. Material & Manufacturing Process of Damper weights \* \_\_\_\_\_
9. Material of Clamp \* \_\_\_\_\_
10. Material of Bolts, Plain & Belleville, Washers \* \_\_\_\_\_
11. Design of Stockbridge Damper 4-R \_\_\_\_\_
12. Material of breakaway type bolts or caps Al. Alloy  
Stainless Steel \_\_\_\_\_



## Form of Bid Security (Bank Guarantee)

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

**Beneficiary: Chief Engineer (Material Procurement & Management),  
National Transmission & Despatch Company Limited, (NTDC),**

**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 (NOT APPLICABLE)

*[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.

Moreover, we hereby certify that neither we nor any other member of our joint venture or any of our suppliers, sub-suppliers (raw materials, sub-materials,...), contractors, subcontractors, consultants or subconsultants:

- 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,
- Shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France

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]*

# 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/debar>, 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 and Delivery Schedule**  
**Delivery and Completion Schedule for Lot-I**

Line Item No.	Description of Goods	Qty	Unit	Named place of Destination for Goods supplied form outside country as specified in BDS	Required Delivery Period for supply of Goods at named place of destination/EX-Works <sup>1</sup>	Bidder's offered Delivery Period for supply Goods at named place of destination [ <i>to be provided by the bid</i> ]	Inland Transportation Required from date of issuance of Inspection Certificate <sup>2</sup> (applicable for Goods supplied from within the Purchaser's country)	Inland Transportation offered from date of issuance of Inspection Certificate (applicable for Goods supplied from within the Purchaser's country)
1	<u>Furnish 220kV towers in accordance with requirements of Technical Provisions &amp; Drawings</u>							
	(i) Stubs with Cleats and Bolts	140 approx.	ton	Karachi	150 days (1 <sup>st</sup> - 150 <sup>th</sup> day)		20 days	
	(ii) Tower Basic Body along with body extension & leg extension	2400 approx.	ton	Karachi	240 days (1 <sup>st</sup> - 240 <sup>th</sup> day)		20 days	

**Notes:**

1. The delivery period shall start from the date of signing of the Contract Agreement.
2. Inland transportation from EX-works to NTDC Gatti Ware House shall be completed within time specified. Otherwise, Liquidated Damages will be applicable as per Clause GCC-27 of Section-8 (Special Conditions of Contract).
3. The quantities listed above are indicative/tentative/estimated.

**SEAL & SIGNATURE OF BIDDER**

### Delivery and Completion Schedule for Lot-II

Item No.	Description of Goods	Qty	Unit	Named place of Destination as specified in BDS	Required Delivery Period for supply of Goods at named place of destination/EX-Works <sup>1</sup>	Bidder's offered Delivery Period for supply Goods at named place of destination [ <i>to be provided by the bid</i> ]	Inland Transportation Required from date of issuance of Inspection Certificate <sup>2</sup> (applicable for Goods supplied from within the Purchaser's country)	Inland Transportation offered from date of issuance of Inspection Certificate (applicable for Goods supplied from within the Purchaser's country)
1	ACSR Rail Conductor	742	Km	Karachi	240 days		20 days	

**Notes:**

1. The delivery period shall start from the date of signing of the Contract Agreement.
2. Inland transportation from EX-works to NTDC Gatti Ware House shall be completed within time specified. Otherwise, Liquidated Damages will be applicable as per Clause GCC-27 of Section-8 (Special Conditions of Contract).

**SEAL & SIGNATURE OF BIDDER**

### Delivery and Completion Schedule for Lot-III

Item No.	Description of Goods	Qty	Unit	Named place of Destination as specified in BDS	Required Delivery Period for supply of Goods at named place of destination/EX-Works <sup>1</sup>	Bidder's offered Delivery Period for supply Goods at named place of destination [ <i>to be provided by the bid</i> ]	Inland Transportation Required from date of issuance of Inspection Certificate <sup>2</sup> (applicable for Goods supplied from within the Purchaser's country)	Inland Transportation offered from date of issuance of Inspection Certificate (applicable for Goods supplied from within the Purchaser's country)
1	Furnish OPGW 24 Fibers	63	Km	Karachi	240 days		20 days	
2	Joint Box for OPGW							
	(a) A-Type	13	No.	Karachi	240 days		20 days	
	(b) B-Type	06	No.				20 days	
	(c) C-Type	-						
3	OPGW attaching clamps	285	No.	Karachi	240 days		20 days	

**Notes:**

1. The delivery period shall start from the date of signing of the Contract Agreement.
2. Inland transportation from EX-works to NTDC Gatti Ware House shall be completed within time specified. Otherwise, Liquidated Damages will be applicable as per Clause GCC-27 of Section-8 (Special Conditions of Contract).

**SEAL & SIGNATURE OF BIDDER**

### Delivery and Completion Schedule for Lot-IV

Item No.	Description of Goods	Qty	Unit	Named place of Destination as specified in BDS	Required Delivery Period for supply of Goods at named place of destination/EX-Works <sup>1</sup>	Bidder's offered Delivery Period for supply Goods at named place of destination [ <i>to be provided by the bid</i> ]	Inland Transportation Required from date of issuance of Inspection Certificate <sup>2</sup> (applicable for Goods supplied from within the Purchaser's country)	Inland Transportation offered from date of issuance of Inspection Certificate (applicable for Goods supplied from within the Purchaser's country)
<b>1</b>	<b><u>Hardware for OPGW</u></b>							
(a)	Furnish suspension assembly for OPGW including suspension clamp as per specifications and drawing.	124	Set	Karachi	240 days		20 days	
(b)	Furnish OPGW double tension assembly for towers having joint boxes as per specification drawing.	13	Set		240 days		20 days	
(c)	Furnish OPGW double tension assembly for tension towers of non jointing towers as per specification drawing.	74	Set		240 days		20 days	
<b>2</b>	<b><u>Accessories</u></b>							
(a)	Furnish compression type mid span joint MS-R (prefilled with appropriate filler compound) for ACSR "Rail" conductor	232	Set.	Karachi	240 days		20 days	
(b)	Furnish compression type repair sleeve RS-R including filler compound for ACSR "Rail" conductor	116	Set.		240 days		20 days	

**Notes:**

1. The delivery period shall start from the date of signing of the Contract Agreement.
2. Inland transportation from EX-works to NTDC Gatti Ware House shall be completed within time specified. Otherwise, Liquidated Damages will be applicable as per Clause GCC-27 of Section-8 (Special Conditions of Contract).

**SEAL & SIGNATURE OF BIDDER**

### Delivery and Completion Schedule for Lot-V

Item No.	Description of Goods	Qty	Unit	Named place of Destination as specified in BDS	Required Delivery Period for supply of Goods at named place of destination/EX-Works <sup>1</sup>	Bidder's offered Delivery Period for supply Goods at named place of destination [to be provided by the bid]	Inland Transportation Required from date of issuance of Inspection Certificate <sup>2</sup> (applicable for Goods supplied from within the Purchaser's country)	Inland Transportation offered from date of issuance of Inspection Certificate (applicable for Goods supplied from within the Purchaser's country)
	<b><u>Polymer Insulator String</u></b>							
1	Design and Furnish Non-Ceramic Composite (Polymer) Insulator string assembly single suspension (120 kN x 1) with complete hardware and suspension clamp for jumpers (double conductor configuration) as per specifications and drawing.	147	Set	Karachi	240 days		20 days	
2	Design and Furnish Non-Ceramic Composite (Polymer) Insulator string assembly single suspension (160 kN x 1) with complete hardware and suspension clamp (double conductor configuration) as per specifications and drawing.	822	Set	Karachi	240 days		20 days	
3	Design and Furnish Non-Ceramic Composite (Polymer) Insulator string assembly double tension (160 kN x 2) with complete hardware and jumpers and dead end bodies etc. complete (double conductor configuration) as per specifications and drawing.	888	Set	Karachi	240 days		20 days	

**Notes:**

1. The delivery period shall start from the date of signing of the Contract Agreement.
2. Inland transportation from EX-works to NTDC Gatti Ware House shall be completed within time specified. Otherwise, Liquidated Damages will be applicable as per Clause GCC-27 of Section-8 (Special Conditions of Contract).

**SEAL & SIGNATURE OF BIDDER**

### Delivery and Completion Schedule for Lot-VI

Item No.	Description of Goods	Qty	Unit	Named place of Destination as specified in BDS	Required Delivery Period for supply of Goods at named place of destination/EX-Works <sup>1</sup>	Bidder's offered Delivery Period for supply Goods at named place of destination [ <i>to be provided by the bid</i> ]	Inland Transportation Required from date of issuance of Inspection Certificate <sup>2</sup> (applicable for Goods supplied from within the Purchaser's country)	Inland Transportation offered from date of issuance of Inspection Certificate (applicable for Goods supplied from within the Purchaser's country)
	<b><u>Dampers</u></b>							
1.	Furnish Twin Spacer dampers for ACSR "Rail" Conductor	7560	No.	Karachi	240 days		20 days	
2.	Furnish Stockbridge vibration dampers for ACSR "Rail" Conductor	5040	No.	Karachi	240 days		20 days	
3.	Furnish vibration dampers for OPGW	420	No.	Karachi	240 days		20 days	

**Notes:**

1. The delivery period shall start from the date of signing of the Contract Agreement.
2. Inland transportation from EX-works to NTDC Gatti Ware House shall be completed within time specified. Otherwise, Liquidated Damages will be applicable as per Clause GCC-27 of Section-8 (Special Conditions of Contract).

**SEAL & SIGNATURE OF BIDDER**

### Delivery and Completion Schedule for Lot-VII

Item No.	Description of Goods	Qty	Unit	Named place of Destination as specified in BDS	Required Delivery Period for supply of Goods at named place of destination/EX-Works <sup>1</sup>	Bidder's offered Delivery Period for supply Goods at named place of destination [ <i>to be provided by the bid</i> ]	Inland Transportation Required from date of issuance of Inspection Certificate <sup>2</sup> (applicable for Goods supplied from within the Purchaser's country)	Inland Transportation offered from date of issuance of Inspection Certificate (applicable for Goods supplied from within the Purchaser's country)
<b>1</b>	<b><u>Grounding Material</u></b>							
(a)	Furnish 16 mm diameter 3.0 m long copper covered ground rods.	422	No.	Karachi	150 days		20 days	
(b)	Furnish flat to cable connector	422	No.		150 days		20 days	
(c)	Furnish cable to rod connector	422	No.		150 days		20 days	
(d)	Furnish 13mm dia stranded copper wire (7 No./4.2mm)	844	meter		150 days		20 days	

**Notes:**

1. The delivery period shall start from the date of signing of the Contract Agreement.
2. Inland transportation from EX-works to NTDC Gatti Ware House shall be completed within time specified. Otherwise, Liquidated Damages will be applicable as per Clause GCC-27 of Section-8 (Special Conditions of Contract).

**SEAL & SIGNATURE OF BIDDER**

## **PART-A: SPECIAL PROVISIONS**

### **SP-01. SCOPE OF SUPPLY**

The scope covers supply of galvanized steel towers along with stubs angles, ACSR Rail Conductor, OPGW along with associated equipment, Insulator Hardware Assemblies & Accessories, dampers for conductor and vibration dampers for OPGW and Grounding material by Supplier(s) includes but not limited to design, manufacturing & testing, furnishing, insuring, marine transportation & delivering the material.

The material is required for the construction of following transmission lines:

- i. 220kV Gujranwala -II to 500/220kV Sialkot (Approx. 27.3km).
- ii. 500/220kV Sialkot to 220kV Sahuwala (Approx. 25.6km).
- iii. Yousafwala-Kassowal In/Out at Arifwala (Approx. 4 + 4km).

### **SP-02. DRAWINGS**

#### **SP-02.1 Drawings in Contract**

##### **SP-02.1.1 Specification Drawings**

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

##### **SP-02.1.2 Supplier's Bid Drawings**

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

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

##### **SP-02.1.3 Approved Drawings**

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

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

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

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

#### **SP-02.2.1 Goods Drawings and Specific Goods Data**

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

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

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

#### **SP-02.2.2 Data other than Drawings**

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

**SP-02.3 Submission and Approvals****SP-02.3.1 Drawings for Approval**

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

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

**SP-02.3.2 Approval of Drawings/Data**

- (1) All changes will be made and will be marked "APPROVED", "APPROVED EXCEPT AS NOTED" or "RETURNED FOR CORRECTION" on the relevant drawings/data. One print will be returned to the Supplier. The other shall be retained by the Engineer for his own use and for the use of Procuring Agency and shall serve as the Master Copy and shall prevail in case of any doubt or discrepancy subsequently arising.
- (2) If the drawing/data is returned to the Supplier stamped "APPROVED" he may immediately proceed with the manufacturing of Goods. Any drawing/data marked "APPROVED" by the Engineer shall be known as an "Approved Drawing".
- (3) If the drawing/data is returned to the Supplier stamped "APPROVED EXCEPT AS NOTED" he may proceed with the manufacturing of Goods taking into account the corrections and comments noted on the drawing/data. The Supplier shall revise the drawings/data as required and resubmit them in the same routine as before for record purposes.
- (4) If the drawing/data is returned to the Supplier stamped "RETURNED FOR CORRECTION" he shall not proceed with the manufacturing of Goods but shall make the changes and corrections or prepare new drawings/data and resubmit the revised drawing/data to the Engineer for approval at no change in price or Delivery & Completion Schedule. Resubmitted prints and calculations will be subject to the same routine as stated before. Time required

for such revisions and re-submittals of drawings/data or calculations will not entitle the Supplier to any extension in Contractual Completion time.

- (5) If the Supplier does not agree with exceptions taken by the Engineer, the Supplier shall state in his letter of re-submittal his reasons for not complying with the Engineer's exceptions. Revision number and date and description of change shall be shown on all drawings or calculations revised.

### **SP-02.3.3 Manufacturing Prior to Approval**

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

### **SP-02.3.4 Sequence of Submission**

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

### **SP-02.3.5 Approved Drawings/Data and Revisions**

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

### **SP-02.3.6 Distribution of Drawings and Documents**

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

Documents	Engineer		Procuring Agency / Project Director	Total
	Head Office	Site Office		
Drawings for approval	3	-	1	4
Approved Drawings	2	2	1	5
Schedules, specifications and other documents/data	2	1	1	4
Record (As-Built) Drawings and Data	2	-	4	6
Reproducible transparency Record (As-Built) Drawings	1	-	1	2
Record (As-Built) Drawings on Computer compact diskette (CD/DVD) using AutoCAD software	1	-	1	2
Codes and standards	1	-	1	2
Manufacture progress information	2	1	2	5
Insurance Certificates	1	1	2	4
Receiving reports	1	1	2	4
Damage reports	1	1	2	4
Correspondence with Procuring Agency	1	1	1	3
Correspondence with Head office of Engineer	1	1	1	3

### SP-03 STANDARDS AND TYPICAL DESIGN

#### SP-03.1 General

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

be clearly indicated by the bidder. If no alternatives are set forth by the bidder, it will be assumed that offered Goods will be in accordance with the International Standards and typical design as cited or implied in the Specifications.

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

#### **SP-03.2 Applicable Standards and Codes**

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

#### **SP-04 PORT OF ENTRY AND DISEMBARKATION**

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

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

## **SP-05 PACKING AND MARKING**

As discussed in Section-IX Clause 23.2: Part-II: Special Conditions of Contract

## **SP-06 TRANSPORTATION OF GOODS**

### **SP-06.1 General**

The Supplier outside from the Procuring Agency's country shall transport the Goods from its place of manufacture or origin to the Procuring Agency's port and insurance thereof from its place of manufacturer up to storage site/warehouse and shall be solely responsible for selection of routes and carriers, and expediting in order that all shipments are safely and expeditiously transported and arrived at Karachi Sea Port. The Supplier shall carry out insurance from its warehouse to the Procuring Agency's warehouse / designated site and shall cover all risks including inland transportation from Karachi/ any other port in the Procuring Agency's country to its warehouse / designated site.

### **SP-06.2 Shipping**

The shipment of all the consignments relating to Goods may be arranged by the Supplier through vessels of any nationality. For working out a proper schedule to match the completion of delivery, the Supplier will keep a continuous liaison with the Agent of the respective shipping line within the country of origin.

## **SP-07 SHOP INSPECTION AND ORDERS FOR GOODS**

### **SP-07.1 Inspection**

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

### **SP-07.2 Goods Orders**

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

**SP-07.3 Acceptance of Materials**

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

**SP-08 SCHEDULE AND MEETINGS**

**SP-08.1 Schedule**

- (1) The Supplier shall manufacture & supply the Goods in accordance with the dates/periods specified in Delivery and completion Schedule Section VII. The Supplier shall regularly review the Schedule and notify the Engineer promptly of any revisions which in his view may be required from time to time.
- (2) Each group of Goods shall be completely delivered. The Supplier shall keep the Engineer informed of the progress of the Contract and notify the Engineer approximately eight (8) weeks in advance, in writing, as to when the Goods will be ready for inspection and for shipping and shall supply lists covering each consignment in sufficient detail to enable the Engineer to check the contents of the packages.
- (3) In preparing the Delivery and Completion Schedule, the Supplier shall fully take into account the requirements (and possibilities) for ocean (or air) freight. Progress of all shipments shall be continuously monitored and the Supplier shall provide staff or agents to expedite all shipments to ensure compliance with the approved Delivery Schedule.

**SP-08.2 Meetings**

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

**SP-09                    COMMUNICATIONS WITH THE ENGINEER**

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

Engineer,

**Chief Engineer (T/L Design) NTDC.**

Address: **106-Wapda House, Mall Road, Lahore.**

Tel: **+92-42-99202615**

Fax: **+92-42-99202502**

Email: **ce.tld@ntdc.com.pk**

## **PART-B: TECHNICAL SPECIFICATIONS**

### **1.0 GENERAL**

- 1.1 All designs, equipment, materials and workmanship shall comply with and be tested in accordance with requirements of the specifications. 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 Procuring Agency to determine its acceptability. Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency whose written explanation and/or clarification shall be obtained before proceeding with the work.

- 1.7 Approval by the Procuring Agency does not relieve the Manufacturer/Supplier of his responsibility to do the work in accordance with the Contract.
- 1.8 The Manufacturer/ Supplier shall be responsible for any discrepancies, errors omissions in any drawings or other particulars supplied by him whether the Procuring Agency 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 Procuring Agency.
- 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. TYPE TESTS AS APPLICABLE**

- 3.1 The offered equipment shall be type tested as per revised NTDC type test policy and in accordance with relevant provisions of the specifications. The said policy is attached with Volume-II of this bidding document.
- 3.2 The bidder shall furnish type test certificates for the said equipment along with the bid. In case of non-submission of type test reports or if type test reports supplied are not to the satisfaction of the Engineer, the bidder shall consent to perform all type tests/special

tests on the equipment in accordance with the NTDC type test policy within the quoted bid price and stipulated delivery time. The type tests shall be witnessed by two authorized representatives/inspectors, one nominated by DMD (AD&M) NTDC) and 2<sup>nd</sup> from the Engineer (nominated by the DMD (P&E) NTDC). All expenses in connection with this witnessing shall be borne by the bidder, as per bidding document Section-IX: Special Conditions of Contract, SCC Clause-26.

All type test certificates/reports, reference list, etc. shall be in English language.

- 3.3 All equipment being supplied shall confirm to type test requirements and shall be subject to routine tests in accordance with requirements stipulated under respective sections.

#### **4. DETAILED TECHNICAL SPECIFICATIONS**

- 4.1 The following technical specifications, appended at the end of this bidding document, shall apply. The requirements indicated in subsequent clauses shall also have to be met. In case any requirements given in the said clauses differs from that given in the main specification, the requirements given herein shall prevail.

The detailed technical specifications are provided in **Volume-II** of this bidding document.

#### **5. PRE-DELIVERY / PRE-SHIPMENT INSPECTION**

All the machinery /equipment /goods shall be subject to pre-delivery /pre-shipment inspection as per relevant specification and contract conditions.

#### **6. SCHEDULE OF TECHNICAL DATA (SPECIFIC GOODS DATA)**

Schedules of Technical Data/ Specific Goods Data regarding equipment/ material be supplied are provided in form attached as **Annexure-I** to this bidding document. The bidder is required to fill the requisite schedule of technical data and submit the same with the bid. A bid without Schedule of Technical Data/ Specific Goods Data (filled in) shall be considered as non-responsive.

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

## **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.
- 11. Inspections and Audit by the AFD**
- 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.
- 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.
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents**
- 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**.
- 14. Supplier's Responsibilities**
- 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.
- 15. Contract Price**
- 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**.

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

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.

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.

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>	The Purchaser is: <b>Chief Engineer (Material Procurement &amp; Management), National Transmission &amp; Despatch Company Limited, (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:cempm@ntdc.com.pk">cempm@ntdc.com.pk</a>
<b>GCC 1.1 (o)</b>	The Project Site(s)are: Sialkot, Gujranwala and Arifwala in Punjab Province.
<b>GCC 1.1 (p)</b>	The definition is inserted after 1.1 (o)  <b>The Engineer</b> is <b>Chief Engineer (T/L Design) NTDC</b> , 106-WAPDA House, Shakra-e-Quaid-Azam, Lahore or any other Competent Person appointed by the Procuring Agency and notified to the Supplier, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Contract during his tenure.
<b>GCC 4.2</b>	The version of Incoterms shall be: 2020  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
<b>GCC 5.1</b>	The governing and communication language shall be English  The language for translation of supporting documents and printed literature is: <b>English.</b>  Translation shall be notarized.

<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>	For <b>notices</b> , the Purchaser's address shall be: <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>
<b>GCC 9.1</b>	The governing law shall be the <b>Laws of Islamic Republic of Pakistan</b>
<b>GCC 10.2</b>	The formal mechanism for the resolution of disputes shall be:  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.  Place of Arbitration: Singapore  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.
<b>GCC 12.1</b>	<b>Scope of Supply</b> The scope of supply of Goods is described in Volume-1 Section-IV (Bidding Forms: Price Schedules), Section-VII (Schedule of Requirements), including Specifications-Technical Provisions (Volume-II) and Specifications-Drawings (Volume-III).  Tower manufacturer will prepare detailed models of each type of tower with BOCAD or equivalent software, from the erection/outline drawings provided by NTDC and submit the same for review by NTDC. Then manufacturer will fabricate and assemble prototype(s) of the tower(s) and invite NTDC engineers for review of the same. If there is any anomaly in tower prototype, the same will be rectified and revised drawings & models will be prepared accordingly. These revised drawings & models will then be submitted to NTDC for review and approval for mass production.
<b>GCC 13.1</b>	<b>For Goods supplied from abroad:</b>  Upon shipment the foreign supplier shall notify the Purchaser and the Insurance Company by fax/cable the full details of the shipment, including Contract

	<p>number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall submit set of the following non-negotiable documents to the Purchaser, with a copy to the Insurance Company:</p> <ol style="list-style-type: none"> <li>i) Original and four (04) copies of the Supplier's invoice showing Goods description, quantity, unit price and total amount.</li> <li>ii) Original and four (04) copies of 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 or letter of waiver and the manufacturer's factory inspection report.</li> <li>vii) Original and four (04) copies of the Certificate of origin.</li> <li>viii) Any other document as necessary due to statutory requirements.</li> </ol> <p><b>Note:</b> The above documents shall be received by the Purchaser at least fourteen (14) days before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><b><u>For Goods from within the Purchaser's country:</u></b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and submit the following documents to the Purchaser:</p> <ol style="list-style-type: none"> <li>i) Original and four (04) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount.</li> <li>ii) Original and four (04) copies of the Delivery Note.</li> <li>iii) Original and four (04) copies of the Manufacturer's or Supplier's warranty certificate.</li> <li>iv) Original and four (04) copies of the Insurance certificate.</li> <li>v) Original and four (04) copies of the Inspection certificate issued by the Purchaser or its designated representative or letter of waiver, and the manufacturer's factory inspection report; and</li> <li>vi) Original and four (04) copies of the Certificate of origin.</li> <li>vii) Proof of payment of GST. For the reimbursed of GST, production/provision of the following documents: <ul style="list-style-type: none"> <li>• Invoice in triplicate</li> <li>• Sales Tax Invoice</li> <li>• Sales Tax cum payment challan for the relevant period</li> </ul> </li> </ol>
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	<p>viii) Affidavit on non-judicial stamp paper confirming to the effect that sales tax for the above supply is included in the above sales tax cum payment challan.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<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 15.1</b>	<p>The increase or decrease in the amount payable by Employer to the Contractor shall be calculated on the basis of <b>Appendix-2 Price Adjustment Formula</b> in Section-IX of bidding document.</p>
<b>GCC 16.1</b>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p>
<b>(A)</b>	<p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in the following manner:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within twenty-eight (30) days of signing of the Contract Agreement. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section X, Contract Forms.;</p> <p>(ii) <b>On Shipment:</b> The Purchaser shall pay the Supplier eighty (80) percent of the Contract Price of the Goods shipped [through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country]/Direct payment procedure upon request of NTDC, upon submission of documents specified in SCC Clause 13.1 here above.;</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 NTDC's designated storage yard i.e. NTDC Gatti Warehouse (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 and. (iv) Certificate from Chief Engineer T/L Design NTDC for completing the submission of all the drawings/data as detailed in clause 4.1.2 of Section-VI-Special Provisions.</p>

<b>(B)</b>	<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 twenty-eight (30) days of signing of the Contract Agreement. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section X, Contract Forms.;</p> <p>(ii) <b>On Delivery:</b> The Purchaser shall pay the Supplier eighty (80) percent of the Contract Price of the Goods shipped [ through irrevocable letter of credit opened in favour of the Supplier in a bank in its country]/Direct Payment Procedure upon request of NTDC, upon submission of documents specified in SCC Clause 13.1 here above</p> <p>iii) <b>On Acceptance:</b> Ten percent (10%) of Contract Price of Goods shall be paid after issuance of Acceptance Certificate issued by the Purchaser on fulfilling the requirements of (i) receipt of all Goods under the Contract at NTDC’s designated storage yard i.e. NTDC Gatti Warehouse (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 and, (iv) Certificate from Chief Engineer T/L Design NTDC for completing the submission of all the drawings/data as detailed in clause 4.1.2 of Section-VII-Special Provisions.</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. 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>	<b>No.</b>	<b>Item</b>
	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.
	5	Custom Duties & Taxes at Port	Shall be initially paid by supplier and the same shall be reimbursed as per actual by the Purchaser upon production of invoice & proof of payment. (Refer GCC 17).
<b>GCC 16.4</b>	The Supplier shall be paid as stated in Schedule of Prices.		
<b>GCC 17.1</b>	Following paragraphs are added after Sub-Clause 17.1:		
<b>GCC 17.1.1</b>	<p><u>Local Taxation</u></p> <p>The rates and prices quoted by the Supplier in the Price Schedules shall be deemed to have included (i) business taxes, income tax or taxes on income and profits, (ii) fees charged for services provided under this Contract, and (iii) all non-reimbursable fees, duties &amp; taxes provided under <i>Clause 17.1.3</i> except for those sums reimbursable under <i>Clause 17.1.2</i> hereof.</p>		

<b>GCC 17.1.2</b>	<p><u>Reimbursements to the Supplier</u></p> <p>A. The Purchaser will reimburse to the Supplier all such sums as the Purchaser shall certify to have been properly payable (actual without any overhead charges and profits) and paid by the Supplier in respect of the following:</p> <ol style="list-style-type: none"> <li>1. Any fees paid in compliance with permits, approvals, and/or licenses Necessary for the execution of the Contract from all local, state, or national government authorities, or public service undertakings that such authorities or undertakings require the Supplier or sub-suppliers or the personnel of the Supplier or sub-suppliers, as the case may be, other than fees charged for services or facilities provided.</li> <li>2. Sales tax, excise duty and other similar taxes levied upon Supplier for the purpose of this Contract provided the Supplier/Manufacturer /Purchaser are not exempted from payment of these duties and taxes or these duties and taxes are not refundable to the Supplier/Manufacturer/Purchaser.</li> </ol> <p>The Supplier shall, in all matters arising in the performance of the contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or bye-law of any duly constituted authority.</p> <p>B. The Supplier shall make all endeavors to avail all applicable concessions and exemptions and in case of failure, the Supplier shall be held responsible.</p>
<b>GCC 17.1.3</b>	<p><u>Non-Reimbursable Fees, Duties and Taxes</u></p> <p>The Supplier shall not be entitled to any reimbursement by the Purchaser in respect of the following:</p> <ol style="list-style-type: none"> <li>1. Any fees charged for services or facilities paid in compliance with the provisions of Sub-Clause 17.1.2 (A)1 hereof. By way of illustration but not enumeration; any fees or moneys paid in respect of vehicle registration fees, insurance fees, road taxes, octroi charges, bramdat charges, Professional and Trade tax, education cess, group insurance and old age benefits etc., are deemed to be included in the rates and prices entered in the Price Schedules and will not be reimbursable.</li> <li>2. Any element of duty or income tax or super tax and other taxes on income, inherent in the price of locally procured goods and services in Pakistan. All these duties or taxes shall be deemed to be included in the rates and prices entered in the Price Schedules, and</li> <li>3. In case partial or total exemption of any duty or tax is permissible on Goods due to Government rules and regulations which the Supplier can get by due and timely application to the appropriate authority and the Supplier fails to get this exemption then the payment made by the Supplier of duties and taxes to the extent of exemption permissible will not be reimbursed.</li> </ol>

<b>GCC 17.1.4</b>	<p><u>Exempted Duties and Taxes</u></p> <p>In case of refundable duties and taxes, if any, the Supplier shall arrange the payment and secure the refund himself from the concerned agencies. In case of taxes and duties, for which the Purchaser or the Supplier is eligible for exemption under the Contract, such exemption shall be obtained by the Supplier at his own expenses. The Purchaser shall not be liable to pay to the Supplier amounts that may be paid by him towards any exempted taxes and duties. However, the Purchaser shall assist the Supplier in obtaining such exemptions.</p>
<b>GCC 17.1.5</b>	<p><u>Statement of Reimbursements</u></p> <p>The Supplier shall submit to the Purchaser after end of each month a statement giving detailed analysis of the amount paid by him during that month in respect of taxes and local body charges for which he is entitled for reimbursements under Sub-Clause 17.1.2 hereof.</p>
<b>GCC 17.1.6</b>	<p><u>Foreign Taxation</u></p> <p>The prices quoted by the Supplier shall be deemed to have included all taxes, duties and other charges imposed outside Pakistan on the production, manufacture, sale and transport of the Goods to be supplied under the Contract, and on the services performed under the Contract. All such taxes and duties levied outside the territory of Pakistan shall be to the account of the Supplier.</p>
<b>GCC 17.1.7</b>	<p><u>Advance Income Tax</u></p> <p>1) Deductions of Advance Income Tax from the amount of bill payable except for the reimbursement provided under the Contract shall be made in accordance with the prevalent income tax laws of the Government of Pakistan. Deductions made for this purpose will be deposited by the Purchaser in the Government treasury to the credit of Supplier's account.</p> <p>2) The Supplier may however, make a timely application to the appropriate Government authority to obtain an exemption under the State Laws from having these deductions made. If such an exemption is granted to the Supplier in respect of this Contract, he shall notify the Purchaser in writing giving all details. The Purchaser will then be able to make payments without the deduction of advance income tax.</p>
<b>GCC 17.1.8</b>	<p><u>Payment of Income Tax</u></p> <p>The Supplier shall be responsible for the payment of all Pakistani income tax or taxes on income &amp; profits arising out of the Contract, and the rates and prices stated in the Price Schedules shall be deemed to cover all such taxes.</p>
<b>GCC 17.1.9</b>	<p><u>Personal Taxes and Duties</u></p> <p>The Supplier or his personnel shall pay all personal income tax or other taxes due in Pakistan, if any, for the personnel employed by the Supplier for implementing the work or any other activity required by the Contract. The Supplier shall obtain, at his own cost, work permits from competent authorities to enable any foreign personnel to work in Pakistan. The</p>

	Supplier shall be responsible for all formalities in connection with passports, obtaining visas, police permits, and expenses for customs duties, if any, related to personal goods of foreign personnel employed on the Project. However, the Purchaser will, if requested, assist the Supplier in obtaining visas and work permits.
<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.</p> <p>The Performance Security shall be denominated in the same currency(ies) as of the Contract Price within fourteen (14) days after receipt of Letter of Acceptance.</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. 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>
<b>GCC 18.4</b>	<p>Replace the text of Sub-Clause 18.4 with the following:</p> <p>Discharge of Performance Security shall take place within twenty-eight (28) days after issuance of Warranty Certificate in accordance with SCC Sub-Clause 28.3.</p>

GCC 23.2	<p><b><u>Packing &amp; Documents</u></b></p> <p>The packing, marking and documentation within and outside the packages shall be:</p> <p><b>Packing</b></p> <ol style="list-style-type: none"> <li>(1) The Contractor shall prepare and pack all parts of the Plant &amp; Equipment for shipment in accordance with the requirements of the Contract Documents and in the best possible manner to withstand damage or loss from repeated handling and extremes of climate during transport and storage at Site. All parts of the Plant and Equipment shall be packed so as to guarantee safe transportation of the Plant and Equipment to the Site under any conditions and limitations which may be encountered. The manner of packing shall be such that it protects the Plant and Equipment against breakages, damages and losses from the factory until its arrival at its final destination at the Site.</li> <li>(2) The final packing shall be such that the weight and dimensions of packages are within reasonable limits in order to facilitate handling, storage and transportation.</li> <li>(3) Tower members shall be bundled un-assembled into like-member bundles. No bundle or container shall weigh more than 900 kgs. Prior to commencement of bundling, the Contractor shall submit his proposed bundling schedule to the Engineer for approval. The bundling schedule shall list the number of members per bundle and the weight of each bundle.</li> </ol> <p>All members of each bundle shall be wired together (at both ends of the bundle) by passing a non-corrosive steel wire through the holes that are punched in the members. The wire shall be minimum No. 20 metric wire gauge and shall be completely looped and the ends shall be twisted together and tightened securely. Bundles shall be strapped with heavy gauge (32 mm x 1 mm) non-corrosive steel strapping. Following is a guide to the number of steel straps and is meant to be a minimum requirement only, and therefore does not limit the number of straps should more be deemed necessary by either the Contractor or the Purchaser's Representative.</p> <p>Member lengths of 0.5 m to 1.5 m - 2 straps  Member lengths of 1.5 m to 2.5 m - 3 straps  Member lengths over 2.5 m - 4 straps.</p>
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Small members (less than 0.5 m length), gusset plates, clip angles, accessories, etc. shall not be bundled or shipped loose. Such members shall be wired together in small lots of like members and placed in strong wooden boxes made of nominal 25 mm lumber, dressed on the outside for marking purposes. Construction shall be of an interlocking type with reinforced corners and edges, (i.e. double lumber). Boxes shall be nailed together with ringed, gummed, spiraled or nails, only, and any nails that protrude into the box interior shall be clinched. Boxes shall be lined with a waterproof paper. No box shall be smaller than 0.028 Cu. meter in volume nor shall exceed 90 kgs gross weight, and shall be steel strapped. All boxes containing identical items shall be of a uniform size.

- (4) The OPGW shall be shipped in matched sets of twenty-four (24) in nominal lengths of 5000 meters on non-returnable reels having mixture of steel and wood. The manufacturer may at his own option furnish the conductor on non-returnable steel reels at no a longest length in a set shall not exceed 46 meters. The average length between sets may vary  $\pm 5\%$  from the nominal length of 5000 meters. The reels shall be designed for nominal tension stringing operations and shall conform to standard laid out by Aluminum Association of USA

The average length between sets may vary  $\pm 5\%$  from the nominal length of 3200 meters. The reels shall be designed for nominal tension stringing operations and shall conform to standard laid out by Aluminum Association of USA. The drums (reels) shall be wrapped with a moisture resistant protective covering. The inner flanges of the reels shall be lined with moisture resistant solid fiberboard.

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

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

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

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

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

#### **Lifting**

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

#### **Slings**

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

#### **Identification Marking**

1. All units or components of the Equipment shall be plainly die-indented with a number to identify the unit or component itself and with a letter to indicate the type of Goods in accordance with approved drawings. The identification marking shall be plainly legible and durable and shall be so located that other member, part, unit or component when in its assembled position does not obscure the number or letter. All the marking on ferrous part or unit shall be made before galvanizing.
2. Each crate, case, box or package shall have labels and or tags made from strong waterproof material and marked in indelible and non-fade-able ink securely attached hereto. These labels or tags shall indicate at least the name of the Project, the Consignee and the manufacturer, the type of Goods or component and the quantity it contains so that it can be easily checked upon delivery. A packing list shall be included in each crate or box.

	<p>3. Each package delivered under the Contract shall be consecutively numbered and shall also be marked with code number or other identification to be approved by NTDC so that various components of the Goods, which are shipped, disassembled and which may not be interchangeable can be identified, collected and stored at the Site together. Additional information and or color coding that may reasonably be required by NTDC to facilitate identification, shipment to stores or site handling and storage will also be provided.</p> <p>4. All boxes weighing in excess of 500 kilograms shall be adequately marked for straining and lifting. Whenever necessary the boxes shall be provided with lifting hooks attached by means of vertical rods secured to strong bottom supports</p> <p><b><u>Container Marking</u></b></p> <p>In addition to labels and marking indicated above all packages, bundles, containers cases or boxes shall be clearly and boldly marked on two opposite sides and on the top and all reels on both sides as follows:</p> <p><b><u>Ultimate Consignee:</u></b></p> <p>Chief Engineer (MP&amp;M) NTDC, Lahore, Pakistan Through Chief Engineer (Custom Clearance &amp; Logistics) (NTDC), Karachi Final Destination _____ Contract No. _____ Name of Project _____ Weight And Dimension _____ Serial Number _____ Code No. _____ Purchaser Inscription "NTDC"</p>
<b>GCC 24.1</b>	<p><b><u>Insurance</u></b></p> <p>Pursuant to GCC, Sub-Clause 24.1,</p> <p>i. For Goods to be provided from outside the Purchaser Country the Supplier must insure the goods in the joint names of the Purchaser and the Supplier in an amount equal to <b>110%</b> of 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 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 NTDC's Warehouse Gatti Faisalabad, and conducting of insurance survey by the insurer. The Supplier shall arrange and pay for such insurance survey.</p> <p>The insurance shall be affected with National Insurance Company Limited (NICL), Pakistan. The terms of insurance shall be as approved by the Purchaser. A draft Insurance Policy shall be submitted by the Supplier within fourteen (14) days following signing of Contract Agreement, for approval by the Purchaser.</p> <p>Should a loss be sustained, the Supplier shall replace or repair any loss or damage and complete the supplies of Goods in accordance with the Contract as soon as possible after such loss or damage without waiting for the settlement of the insurance claim.</p>
<b>GCC 25.1</b>	<p>Obligations for transportation of the Goods shall be in accordance with Incoterms 2020.</p>

<p><b>GCC 26</b></p>	<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 Revised 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 Transmission Line Design shall carry out pre-shipment inspection/FAT (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, Transmission Line Design, NTDC at least two (2) months 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 Revised Type Test Policy attached as Annexure-II(if applicable in accordance with clause 1.2.1, Section-3 (Evaluation &amp; Qualification Criteria) and , 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 Transmission Line 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>
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	<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 (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.</p> <p>a) 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>
GCC 27.1	<p><b><u>Liquidated Damages</u></b></p> <p>a. The liquidated damages shall be 0.5% of the total contract price of Goods per week of delay. The maximum amount of liquidated damages shall be ten percent (10%) of the Contract Price of Goods.</p> <p>b. The Liquidated Damages against Inland Transportation shall be 0.5% of the total Contract price of Inland Transportation per day of delay. The maximum amount of liquidated damages shall be ten percent (10%) of the Contract Price of Inland Transportation</p>
GCC 28.1	<p><b><u>Warranty</u></b></p> <p>Add the following at the end of GCC Sub-Clause 28.1:</p> <p>The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship (except in so far as the design or material is required by the Purchaser's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p>
GCC 28.3	<p>a. Amend the text of GCC Sub-Clause 28.3 as under: The warranty shall remain valid for twelve (12) months after erection and commissioning of the Goods at site or for eighteen (18) months after entire Goods have been delivered to and accepted at the final destination, whichever period concludes earlier. For purpose of warranty, the place of final destination is NTDC Gatti Warehouse</p> <p>b. Add the following at the end of GCC Sub-Clause 28.3:  Within fourteen (14) days after completion of warranty period up to the satisfaction of Purchaser &amp; Engineer, the Purchaser shall issue Warranty Certificate to the Supplier.  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 30.1 (b)</b>	<b><u>Limitation of Liability</u></b> The amount of aggregate liability shall be <b>Hundred Percent (100%) of the total Contract Price.</b>
<b>GCC 33 33.4</b>	<b><u>Change Orders and Contract Amendments</u></b> Add the following new Sub-Clause after 33.3:  The Purchaser may increase or decrease the quantities of Goods to the extent of 15% of the Contract Price during currency of the Contract without any change in the unit price or other terms and conditions of the Contract.

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

## Appendix-2: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of material components in accordance with the formula:

The Contract Price shall be adjusted for the local/foreign currency prices of only the following material components stated in the Price Schedules for any increase or decrease in the costs:

- a) Rate of Steel for Steel Lattice Towers including Stubs, and steel part of Alumoweld OPGW
- b) Rate of Aluminum part of OPGW

No increase in the price of each of the above-mentioned components will be allowed beyond the scheduled delivery/shipment period of respective Plant if the price increase is because of reasons attributable to the Contractor. The escalation for each component shall be according to the scheduled completion of that item provided however that the extension is granted pursuant to GCC Clause 40. For the avoidance of doubt, the price adjustment regarding supply of Goods received later than the scheduled period, shall continue to be paid at the revised rate of the constituent prevailing on the date of its scheduled delivery. The Employer will, however, be entitled to any price decrease occurring during such period of delays. Each claim shall be supported by documentary evidences to the satisfaction of the Project Manager and the Employer.

The increase or decrease in the amount payable by Employer to the Contractor shall be calculated on the basis of the following formula

$$P_1 = P_0 \left[ a + b \frac{S_1}{S_0} + c \frac{A_1}{A_0} \right]$$

in which:

- |       |   |  |
|-------|---|--|
| $P_1$ | = | Revised adjusted Contract Price;   |
| $P_0$ | = | Contract Price (base price);   |
| $a$   | = | Fixed Portion 30%;   |
| $b$   | = | Steel component; <ul style="list-style-type: none"> <li>• 70% for towers</li> <li>• 55% for OPGW</li> </ul>  |
| $c$   | = | Aluminum component <ul style="list-style-type: none"> <li>• 15% for OPGW</li> </ul>  |
| $S_0$ | = | Base rate of steel (US \$ per Metric Ton) prevailing twenty eight (28) days prior to the date of Bid Opening based on London Metal Exchange (LME) cash (official) rate applicable for all grades of steel Rebar or Pakistan Steel Mills (PSM) Billet rate (whichever is applicable); |
| $S_1$ | = | Revised rate of Steel (US \$ per Metric Ton) prevailing sixty (60) days after the signing of Contract Agreement, based on LME cash (official) rate applicable for all grades of Steel Rebar or Pakistan Steel Mill (PSM) Billet rate (whichever is applicable).                      |
| $A_0$ | = | Base rate of Aluminum (US \$ per Metric Ton) prevailing twenty eight (28) days prior to the date of Bid Opening based on LME cash (official) rate.   |

A<sub>1</sub> = Revised rate of Aluminum (US \$ per Metric Ton) prevailing sixty (60) days after the signing of Contract Agreement.

Price adjustment shall 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 Price Schedules.

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment;
- (b) If the currency in which the Contract Price  $P_0$  is expressed is different from the currency of origin of the material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates (composite TT&OD) published/authorized by State Bank of Pakistan between two currencies on date for adjustment and base date as define above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

## 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

<b>Letter of Acceptance .....</b>	<b>201</b>
<b>Contract Agreement .....</b>	<b>202</b>
<b>Performance Security (Bank Guarantee) .....</b>	<b>204</b>
<b>Advance Payment Security .....</b>	<b>205</b>

# 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]*

## 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.

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.

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

<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."

## 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 of the Accepted Contract Amount,

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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.*

has been certified for payment, or on the *[insert date<sup>8</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.

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*[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>8</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.”*