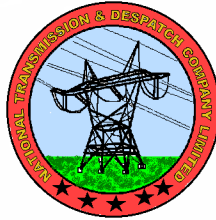


NATIONAL TRANSMISSION & DESPATCH COMPANY LIMITED



CONSULTANCY SERVICES AS OWNER ENGINEER FOR

**660KV 4000MW BIPOLE HVDC MATIARI-LAHORE TRANSMISSION PROJECT TO BE
EXECUTED BY EPC CONTRACTOR ON BOOT BASIS**

REQUEST FOR PROPSAL

AMMENDMENT NO.4

TENDER NO. RFP-HVDC-102016

AMMENDMENT NO.4

TENDER NO. RFP-HVDC-102016

The RFP Document No. RFP-HVDC-102016 is amended by revising certain pages mentioned below and appended herewith. The Bidder shall replace and add these pages in his copy of the RFP Documents.

RFP Document Page No.	Replacement Page No.
<u>(Annex-2 to RFP: TOR)</u> B-2-3	B-2-7R1
<u>(Appendix-A to Annex-5: Form 5)</u> B-5-10	B-5-10R4
<u>(Annex-6 to RFP: Draft Contract Agreement)</u> 12	16R4

set in the following Terms of Reference. For Part-II the services of local consultant meeting the requirements of TOR are envisaged. The consultant shall have to submit offer for complete assignment i.e. both Part-I & II. Proposals offering partial services will be rejected.

For this NTDC intends to hire services of Owner's Engineer with capability meeting or exceeding the requirements of the Project including but not limited to the following:

2.1 Part-I

The Owner's Engineer will provide NTDC with technical insight and support in the following areas:

2.1.1 System Studies

The Owner's Engineer will support NTDC in establishing the appropriate study methodology and content for this project. Existing planning study reports will be reviewed, identifying gaps that may require further study or analysis. The review will be based on specific project requirements and studies typically completed for HVDC projects to confirm development plans and substantiate ratings.

Additional planning work could be completed by the Owner's Engineer (cost of which will be determined pursuant to Clause 6 hereof), CET and/or other parties. Should these studies be completed by CET or other parties, support to NTDC will be provided to evaluate study methodology and results of those studies.

Upon confirmation of system design and ratings, the Owner's Engineer can either perform (cost of which will be determined pursuant to Clause 6 hereof) or review equipment design studies performed by CET (depending on contractual arrangements) to determine specific equipment ratings and requirements.

The Owner's Engineer will assist NTDC in relation to any technical correspondence or communication related to the studies.

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2.1.2 Contract Assistance

The Owner's Engineer will provide technical guidance to assist NTDC with contract preparation and negotiation in areas such as project costs, schedule, liquidated damages, operations and maintenance, warranty, reliability, training, spare parts, etc.

The Owner's Engineer will review the functional and technical specifications, which are to be modified by CET based upon study results and comments provided by NTDC. These specifications will become contract documents with respect to technical supply and requirements for the project.

The Owner's Engineer will assist NTDC in relation to any contractually related technical correspondence with CET.

2.1.3 Design Reviews (Technical Specification and Basic Design)

The Owner's Engineer will perform review of design submittals by CET to confirm conformance to the specification and typical HVDC project requirements. Comments will be provided identifying deviations from the specification, contractual standards or industry best practices.

The Owner's Engineer will support NTDC in relation to technical communication with CET to implement revisions to the design submittals. However, the EPC Contractor shall be responsible for Plant design and performance guarantee.

Form 5

ESTIMATED DIRECT /NON-SALARY COSTS OF CONSULTANTS

Sr. No.	Description	Estimated Cost		
		(Pak Rs)		(US \$)
		Part-I	Part-II	Part-I
I.	Project /Field Offices			-
	1. Furnishing of office cum residence accommodation			-
	2. Rent of office cum residence			-
	3. Air conditioner			-
	4. Electricity, Water and gas Charges			-
	5. Running and Maintenance of Office and Office Equipment			-
	6. Office Supplies and Stationary			-
	7. Computer/Laptops along with Printers, Photocopying Machines and Fax Machines			-
	8. Fax, Postage, Courier & Telephone Charges			-
	9. Purchase of Car 1300 cc (2 Nos.)		-	-
	10. Purchase of Double Cabin 2400 cc (4 Nos.)		-	-
	11. Running and Maintenance of Vehicles			-
	12. Non-Technical Staff			-
	13. Travelling & Field Allowances and Air Fare including foreign Consultant visits to Pakistan			
	14. Repair & Maintenance of Computer Hardware & Software and Software for Transmission Line			-
	15. Additional Planning Study as per TOR	-	-	
	16. Equipment Design Study as per TOR	-	-	
	17. Inspection & Testing (Foreign Visits of six (06) Trips)	-	-	
	18. Training to NTDCL Engineers	-	-	
	Total			

} R4

The time period shall be 120 days or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be 720 days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before March 2019.

"Completion of Services" means when all deliverables/services have been provided by the Consultants to the satisfaction of the Client and all payments against Consultants invoices (foreign and local) have been made and no claim from both sides have been issued with completion of Services Certificate from Client.

2.7.1(a) In the fifth line, before the word 'War' the words 'Acts of terrorism' are inserted.

3.1.2 Law Governing Services

Applicable Law shall be laws of Islamic Republic of Pakistan.

~~3.4 Liability of Consultants~~

~~GC Sub Clause 3.4 is deleted and replaced with the following:~~

~~The Consultant's liability under the Contract shall be as determined as per TOR and Applicable Law.~~

R4

3.5 Insurance to be Taken out by the Consultants

The Consultants shall take out and maintain insurances, if required by the Client under the Contract, at the cost and expense of the Client.

3.8 Documents Prepared by the Consultants to be the Property of the Client

The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.

4.6 Resident Engineer

[Note: Name and address of the Consultants' Resident Engineer, if applicable will be provider here]

Minutes of Pre-Bid Meeting For RFP-HVDC- Matiari- Lahore Dated 9/12/2016.

Sr. No.	Bidders' Queries	NTDC Clarification
1.	NTDC may specify percentage of applicable taxes for foreign and local consultants so that equal basis for comparison during evaluation of proposals may be guaranteed.	Taxes shall be as per law of GoP. The same tax rates shall be applied to all financial proposals to keep them at par for comparison.
2.	Please clarify whether all Key Personnel against Part-I should be from foreign consultant and require HVDC expertise?	As already clarified time and again in pre-bid clarifications, mandatory HVDC expertise are required against key personnel from Sr. No.1 to 6 only and there is no such mandatory requirement for key personnel from Sr. No. 7 to 11 neither is there any mandatory requirement for these personnel to be from foreign consultant. The detailed requirement for each is specified against each key personnel. The "HVAC/HVDC" mentioned in the experience criteria of key personnel may be read as "HVAC or HVDC".
3.	Will NTDC provide security to foreign personnel of Owner Engineer during their site visits and travelling within Pakistan?	Security will be provided as per laws of GoP and NTDC's prevailing practice.
4.	It is requested to provide CET's construction schedule.	The same is not available yet and will be provided at the time of contract award.
5.	The numbers of man months specified in the TOR are low which suggest that detailed construction supervision is not expected of the Owner Engineer.	The understanding is correct.
6.	The number of man months specified for Part-II are too low especially for civil engineers considering the construction supervision of T/Line foundation etc.	Please refer to Clause 2.2 of Annex-2 of RFP which specifies the scope of services for Part-II. Mostly the services will include construction supervision of civil works for developments of sites at converter station sites for T/Line O&M staff along with other intermittent activities. As such, the man-months specified in the RFP remain the same.
7.	Clause 3.4 of Particular Conditions of Contract 'Liability of Consultants' may please be reviewed as the current text does not specify the maximum limit of liability of Consultants. It is requested that standard Clause 3.4 of General Conditions of Contract may be retained.	SCC-3.4 is hereby deleted and GCC-3.4 shall prevail. <u>Amendment No. 4 to this effect is attached.</u>
8.	The RFP document lacks clarity on scope of work for carrying out additional planning studies and equipment design studies mentioned in Clause 2.1.1 of TOR, Annex-2 hence the lump sum cost as required in the document cannot be	The request is accepted and items No. 15, 16 and 18 from Form 5 (Appendix A to Annex-5) are deleted from direct costs). However, the consultant shall provide list of additional planning studies, equipment design studies and detailed program for training and technology transfer with the proposal

	<p>provided. Similarly the scope of Training and Technology Transfer specified against Clause 2.1.7 of TOR, Annex-2 is not sufficiently clear to provide lump sum cost against this item as required by the document. It is requested that instead of requirement of including cost of these items as lump sum items in direct cost, these should be dealt under Clause 6 (Special Services) of TOR</p>	<p>without quoting their costs which will be scored against Quality of Methodology and Work Program in the Technical Proposal. The cost of these services shall be separately negotiated pursuant to Clause 6(Special Services) of TOR. <u>Amendment No. 4 to this effect is attached.</u></p>
9.	<p>The deadline for submission of proposals may please be extended for at least one more week.</p>	<p>The deadline for submission of proposals remains the same.</p>