

NATIONAL GRID COMPANY OF PAKISTAN



TENDER NO. AM-NORTH-LHR-CIVIL-01-2026-27

**REPAIR AND MAINTENANCE OF CIVIL ASSETS IN AM-NORTH,
NGC LAHORE REGION
THROUGH OPEN FRAMEWORK AGREEMENT**

UNDERNGC'S OWN RESOURCES

SINGLE STAGE SINGLE ENVELOPE

PREPARED BY:

**OFFICE OF
Dy Manager (Civil) AM-North Lahore**

Brief of the Document

Particular Procurement Notice - Invitation to Bids

It is the Invitation for interested firms/contractors willing to sign open framework agreement with the National Grid Company of Pakistan regarding Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region in accordance with the provisions of the agreement.

PART 1 – BID PROCESS

Section I - Instructions to bidders (ITBs)

This Section contains detailed information for preparing and submitting the technical bid for Prequalification, in addition to information on opening and evaluation of the bids.

Section II - Bid Data Sheet (BDS)

This Section contains provisions that supplement the ITB (in Section-I), and are specific to respective technical bid for Prequalification Proceedings.

Section III - Qualification Criteria and Requirements

This Section prescribes the methodology, criteria, and requirements to be used to determine the capacity and capability of the bidders for performing the procurement services of Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region in accordance with the requirements of the Procuring Agency, with an objective to prequalify them for signing the open framework agreements for subsequent Call off Quotations.

Section IV - Forms

This Section contains Bid Submission Form and other allied forms required to be submitted with the technical bid.

Section V – SOP for Blacklisting

This Section contains information regarding Standard Operating Procedure (SOP) for Blacklisting of Contractors approved by the National Grid Company (NGC), as amended from time to time.

PART 2 - WORKS REQUIREMENTS

Section VI – Schedule of Requirements

This Section includes a brief description of the Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region required to be performed including provisional details of the Technical Specifications.

Invitation to Bids
For Establishment of an Open Framework Agreement
Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region

1. National Grid Company of Pakistan (NGC) ("the Employer"), responsible for the development, operation and maintenance of the national power transmission system, invites Bids from eligible Contractors/Firms for the establishment of an Open Framework Agreement for "Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region"
2. The bidding process is open to eligible firms registered with the Federal Board of Revenue (FBR) and the relevant Provincial Revenue Authority for Income Tax and Sales Tax purposes, appearing on the Active Taxpayers List (ATL), and fulfilling the eligibility and qualification requirements specified in the Bidding Documents.
3. NGC intends to establish **Open Framework Agreements** with the successful Bidder(s). The selected Framework Suppliers shall subsequently be invited to participate in **Call-Off Competitions** for specific works, as and when required by the Procuring Agency during the Framework Period.
4. The objective of the Open Framework Agreement is to facilitate the timely execution of repair, maintenance and civil works at NGC Offices, Grid Stations, Residential Colonies and other facilities falling under **Asset Management (AM)-North, NGC Lahore Region**, on an "as and when required" basis through competitive Call-Off Competitions among the Framework Firms/Contractors. The purpose of this Invitation to Bids is to establish a panel of qualified Framework Firms/Contractors for future procurement requirements.
5. Only the successful Bidder(s) with whom Open Framework Agreements are executed shall be eligible to participate in subsequent Call-Off Competitions.
6. Invitations for Call-Off Competitions shall be issued only to the Framework Firms/contractors whenever a procurement requirement arises.
7. The Framework Agreement shall remain valid for an initial period of **one (01) year** from the date of its execution and may be extended annually, subject to satisfactory performance, mutual agreement of the Parties and approval of the Competent Authority, up to a maximum period of three (03) years, unless terminated earlier in accordance with the terms and conditions of the Framework Agreement.
8. The bidding process is open to all eligible national Contractors/Firms meeting the qualification criteria specified in the Bidding Documents. Interested Bidders may obtain further information from the office of the Procuring Agency during normal working hours at the address given below.
9. A complete set of the Bidding Documents, in English, may be obtained by interested Bidders upon submission of a written application to the address mentioned below and payment of a **non-refundable fee of PKR 5,000/-**, payable in the manner prescribed by NGC upto 21-07-2026 during office working hours.

10. All Bids shall be accompanied by a Bid Security amounting to PKR 200,000/-. The Bid Security shall be in the form of a Deposit at Call or Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of Deputy Manager (Civil), AM-North, NGC Lahore, valid for a period extending at least twenty-eight (28) days beyond the Bid Validity Period.
11. Bids shall be submitted **electronically through e-PADS** on or before **22-07-2026 at 11:00 AM**. The original Bid Security shall be delivered to the office of the Employer before the Bid Submission Deadline. In case of non-submission of original bid security, the bidder will be disqualified. Bids shall be opened electronically at **11:30 AM** on the same day in the presence of the Bidders' authorized representatives who choose to attend.
12. Bidders shall complete and submit the prescribed Checklist, as provided in the Instructions to Bidders, along with their Bid.
13. The Competent Authority reserves the right to reject any or all Bids and to annul the bidding process at any time prior to the execution of the Framework Agreement, in accordance with the applicable provisions of the Public Procurement Rules.
14. Interested Bidders may obtain further information, inspect and acquire the Bidding Documents from the office of the Employer at the address given below:

Dy Manager (Civil)
AM-North NGC Lahore
220kV Grid Station NKLP Lahore
Postal Code: 71000
Telephone: +92-42-35821190
E-mail:shoaib.nawaz@ngc.gov.pk

SECTION-I

INSTRUCTIONS TO BIDDERS

A. General	
1. Scope of Application	1.1 In connection with the Invitation to Bids, the National Grid Company of Pakistan (NGC) (hereinafter referred to as the "Procuring Agency"), as defined in Section II (Bid Data Sheet, hereinafter referred to as the "BDS"), issues these Bidding Documents to eligible Contractors/Firms (hereinafter referred to as the "Bidders") for submission of Bids for the establishment of an Open Framework Agreement for Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region. The purpose of the Open Framework Agreement is to establish a panel of qualified Framework Suppliers for carrying out repair, maintenance and civil works at NGC offices, Grid Stations, Residential Colonies and other facilities under AM-North, NGC Lahore Region on an "as and when required" basis through subsequent Call-Off Competitions, in accordance with the terms and conditions specified in these Bidding Documents.
2. Source of Funds	2.1 The Procuring Agency has been allocated funds under its approved budget for the procurement of Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region and intends to apply part of these funds towards payments under the Call-Off Contracts awarded under the Framework Agreement.
3. Eligible Bidders	3.1 A Bidder may be a private firm, company, partnership, sole proprietorship, or a Joint Venture (JV) formed under an existing JV Agreement or with the intent to enter into such an agreement supported by a Letter of Intent. In the case of a single entity, the Bidder shall be responsible for complying with all provisions of the Framework Agreement, if executed with the Procuring Agency and for the execution of any Call-Off Contract(s) awarded under the Framework Agreement in accordance with the applicable Call-Off Contract conditions. In the case of a Joint Venture, all members shall be jointly and severally liable for complying with all provisions of the Framework Agreement and for the execution of any Call-Off Contract(s) awarded to the Joint Venture under the Framework Agreement. The Joint Venture shall nominate an authorized Representative who shall have full authority to conduct all business for and on behalf of all members of the Joint Venture during the bidding

	process, execution of the Framework Agreement, participation in subsequent Call-Off Competitions, and execution of any Call-Off Contract(s). Unless otherwise specified in the Bid Data Sheet (BDS), there shall be no limit on the number of members in a Joint Venture. 3.2 A Bidder shall submit only one Bid, either individually or as a member of a Joint Venture. A Bidder shall not participate in more than one Bid for the same procurement, either individually, as a member of a Joint Venture, or as a subcontractor. Any Bid submitted in violation of this provision shall be rejected. 3.3 A Bidder shall be considered to have a conflict of interest if it has participated as a consultant in the preparation of the design, specifications, cost estimates or other documents relating to this procurement, or has been engaged by the Procuring Agency in connection with the preparation or implementation of the Framework Agreement or any Call-Off Contract. In addition, a Bidder shall be considered to have a conflict of interest if it has a close business or family relationship with any professional staff of the Procuring Agency who: (a) is directly or indirectly involved in the preparation of the Bidding Documents, evaluation of Bids, award of the Framework Agreement, or award of any Call-Off Contract; or (b) will be involved in the administration or supervision of the Framework Agreement or any Call-Off Contract, unless such conflict has been resolved in a manner acceptable to the Procuring Agency throughout the procurement process. 3.4 The Bidder shall not be blacklisted by NGC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed by NGC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. Further, the bidder shall submit an undertaking along with his bid that he has read and accepts the provisions of NGC Policy for Blacklisting of Contractors (copy of policy attached with the bidding documents). Non-submission of this undertaking may result in the rejection of the bid. The undertaking will subsequently become part of the Contract
--	--

	Agreement as well. A Bidder declared debarred or blacklisted under the applicable Public Procurement Rules, regulations, or the NGC SOP for Blacklisting of Contractors shall be ineligible to participate in this procurement, enter into a Framework Agreement, or be awarded any Call-Off Contract during the period of such debarment or blacklisting. 3.5 Each Bidder shall furnish documentary evidence satisfactory to the Procuring Agency demonstrating that it meets the eligibility requirements specified in these Bidding Documents.
B. Contents of the Bid Documents	
4. Sections of the Bidding Documents	4.1 This set of Bidding Documents consists of Parts 1 and 2, which comprise all the Sections indicated below and shall be read in conjunction with any Addendum issued in accordance with ITB Clause 6. PART 1 – Bidding Procedures • Section I – Instructions to Bidders (ITB) • Section II – Bid Data Sheet (BDS) • Section III – Qualification Criteria and Requirements • Section IV – Forms • Section V –SOP for Blacklisting PART 2 – Employer's Requirements • Section VI – Schedule of Requirements for Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region 4.2 Unless obtained directly from the Procuring Agency, the Procuring Agency accepts no responsibility for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the Pre-Bid Meeting (if any), or any Addenda issued to the Bidding Documents in accordance with ITB Clause 6. In the event of any discrepancy, the Bidding Documents and Addenda issued directly by the Procuring Agency shall prevail. 4.3 The Bidder is expected to examine all instructions, forms, conditions, specifications and other information contained in the Bidding Documents and shall furnish, as part of its Bid, all information and documents required by these Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in rejection of the Bid.

5. Clarification of Bidding Documents and Pre-Bid Meeting	5.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the address specified in the Bid Data Sheet (BDS). The Procuring Agency shall respond in writing to any request for clarification, provided that such request is received no later than seven (07) days prior to the deadline for submission of Bids. The Procuring Agency shall forward a copy of its response, including a description of the inquiry but without identifying its source, to all prospective Bidders who have obtained the Bidding Documents directly from the Procuring Agency. If the Procuring Agency considers it necessary to amend the Bidding Documents as a result of any clarification, it shall do so by issuing an Addendum in accordance with ITB Clause 6 and the provisions of ITB Clause 15.2. 5.2 If specified in the Bid Data Sheet (BDS), the Bidder's authorized representative is invited, at the Bidder's own cost, to attend a Pre-Bid Meeting at the place, date and time specified in the BDS. During the Pre-Bid Meeting, prospective Bidders may seek clarification regarding the Scope of Works, qualification requirements, bidding procedures, Framework Agreement conditions, or any other provisions of the Bidding Documents. The minutes of the Pre-Bid Meeting, including the questions raised by prospective Bidders (without identifying their source) and the responses provided, together with any additional clarifications prepared after the meeting, shall be circulated promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents arising from the Pre-Bid Meeting shall be made only through an Addendum issued in accordance with ITB Clause 6. Non-attendance at the Pre-Bid Meeting shall not constitute a ground for rejection of a Bid.
6. Amendment of Bidding Documents	6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding Documents by issuing an Addendum. 6.2 Any Addendum issued shall form an integral part of the Bidding Documents and shall be communicated in writing to all prospective Bidders who have obtained the Bidding Documents directly from the Procuring Agency. The Procuring Agency shall also promptly publish the Addendum on its official website and/or the e-PADS Portal, where applicable, as specified in the Bid Data Sheet (BDS). Provided that, a Bidder who has already submitted its Bid prior to the issuance of such Addendum shall have the right to withdraw

	its previously submitted Bid and submit a revised Bid before the original or the extended deadline for submission of Bids. 6.3 To provide Bidders with reasonable time to take the Addendum into account while preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for submission of Bids in accordance with ITB Clause 15.2. Provided further that, where an Addendum is issued within the last three (03) days before the Bid Submission Deadline, the Procuring Agency shall extend the deadline for submission of Bids to provide Bidders with reasonable time to incorporate the changes in their Bids.
C. Preparation of Bids	
7. Cost of Bids	7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
8. Language of Bid	8.1 The Bid, as well as all correspondence and documents relating to the bidding process exchanged between the Bidder and the Procuring Agency, shall be written in the language specified in the Bid Data Sheet (BDS). Supporting documents and printed literature forming part of the Bid may be in another language, provided they are accompanied by an accurate translation of the relevant portions into the language specified in the BDS. For the purpose of interpretation of the Bid, the translated version shall prevail.
9. Documents Comprising the Bid	9.1 The Bid shall comprise the following: (a) Form of Bid, in accordance with ITB Clause 10.1; (b) Bid Security (c) Documentary evidence establishing the Bidder's eligibility, in accordance with ITB Clause 11; (d) Documentary evidence establishing the Bidder's qualifications, in accordance with ITB Clause 12; (e) Any other document required to be submitted under these Bidding Documents or specified in the Bid Data Sheet (BDS).
10. Form of Bid	10.1 The Bidder shall complete and submit the Form of Bid in the format provided in Section IV (Bidding Forms). The prescribed format shall be completed without alteration, and no substitutions shall be permitted except as specifically provided in these Bidding Documents.
11. Documents Establishing	11.1 To establish its eligibility in accordance with ITB Clause 3, the Bidder shall complete the eligibility declarations contained in the Form of Bid (Bidder Information) included in Section IV

the Eligibility of the Bidder	(Bidding Forms) together with the documentary evidence required under these Bidding Documents.
12. Documents Establishing the Qualifications of the Bidder	13.1 To establish its qualifications for the establishment of the Open Framework Agreement in accordance with Section III (Qualification Criteria and Requirements), the Bidder shall furnish the information and documentary evidence requested in the relevant Bidding Forms included in Section IV.
13. Signing of the Bid and Submission through e-PADS	13.1 The Bidder shall prepare and submit its Bid electronically through the e-Pak Acquisition and Disposal System (e-PADS) in accordance with the requirements of these Bidding Documents. The Bid shall be digitally signed or authenticated by a person duly authorized to sign on behalf of the Bidder. In the case of a Joint Venture (JV), the Bid shall be submitted by the authorized representative of the JV on behalf of all members of the Joint Venture. The authority of the representative shall be evidenced by a Power of Attorney or other legally valid authorization executed by the authorized signatories of all JV members. 13.2 The original Bid Security shall be submitted in hard copy to the Procuring Agency before the Bid Submission Deadline specified in the Bid Data Sheet (BDS). Failure to submit the original Bid Security within the prescribed time shall render the Bid non-responsive. 13.3 The Bidder shall ensure that all documents uploaded through e-PADS are complete, legible and submitted before the Bid Submission Deadline. The Procuring Agency shall not be responsible for any delay, technical failure or incomplete submission attributable to the Bidder.
D. Submission of Bids	
14. Submission and Identification of Bids	14.1 The Bidder shall submit its Bid electronically through the e-Pak Acquisition and Disposal System (e-PADS) in accordance with the instructions provided in these Bidding Documents and the Bid Data Sheet (BDS). The electronic Bid shall be properly identified with the title of the procurement, the procurement reference number and such other information as specified in the BDS. 14.2 The Bidder shall submit the original Bid Security to the address specified in the Bid Data Sheet (BDS) before the Bid Submission Deadline. The envelope shall clearly bear: (a) the name and address of the Bidder; (b) the name and address of the Procuring Agency; (c) the title and reference number of the procurement; and (d) the words "ORIGINAL BID SECURITY"

	14.3 The Procuring Agency shall not be responsible for any delay, technical malfunction, incomplete electronic submission through e-PADS, or failure of the Bidder to properly identify or submit the Bid and the original Bid Security within the prescribed time.
15. Deadline for Submission of Bids	15.1 Bids shall be submitted electronically through the e-Pak Acquisition and Disposal System (e-PADS) only, in accordance with the procedures specified in the Bid Data Sheet (BDS). The electronic Bid must be successfully submitted through e-PADS on or before the Bid Submission Deadline specified in the BDS. Where a Bid Security is required under these Bidding Documents, the original Bid Security shall be delivered in hard copy to the address specified in the BDS before the Bid Submission Deadline. Failure to submit the original Bid Security within the prescribed time shall render the Bid non-responsive.
	15.2 If required in accordance with the provisions of ITB Clause 6.3, the Procuring Agency may extend the Bid Submission Deadline by issuing an Addendum. In such event, all rights and obligations of the Procuring Agency and the Bidders previously subject to the original deadline shall thereafter be subject to the extended Bid Submission Deadline.
16. Late Bids	16.1 The Procuring Agency shall not consider any Bid submitted after the Bid Submission Deadline specified in the Bid Data Sheet (BDS). The e-Pak Acquisition and Disposal System (e-PADS) shall automatically prevent the submission of Bids after the prescribed deadline.
	16.2 The original Bid Security is required to be submitted in hard copy and failure to deliver the original Bid Security before the Bid Submission Deadline shall render the Bid non-responsive.
17. Opening of Bids	17.1 The Procuring Agency shall open the electronic Bids through the e-Pak Acquisition and Disposal System (e-PADS) at the date, time and place specified in the Bid Data Sheet (BDS). The Bid Opening shall be conducted in the presence of the Bidders' authorized representatives who choose to attend.
	17.2 The Procuring Agency shall prepare a record of the Bid Opening, including, as a minimum, the name of each Bidder, confirmation of receipt of the Bid Security (where applicable), and such other information as may be considered appropriate. A copy of the Bid Opening Record shall be made available in accordance with the applicable procurement procedures.
E. Procedures for Evaluation of Bids	
18. Confidentiality	18.1 Information relating to the examination, evaluation and comparison of Bids, and the recommendation for award of the Open Framework Agreement, shall not be disclosed to Bidders or to any other person not officially concerned with the bidding

	process until the notification of the bidding results is issued in accordance with ITB Clause 26. 18.2 From the Bid Submission Deadline until the notification of the bidding results, any Bidder wishing to contact the Procuring Agency on any matter relating to the bidding process shall do so only in writing.
19. Clarification of Bids	19.1 To assist in the examination and evaluation of Bids, the Procuring Agency may, at its discretion, request a Bidder to provide clarification of its Bid, including the submission of missing or supporting documents, within a specified reasonable period. Any request for clarification issued by the Procuring Agency and the Bidder's response shall be made in writing. Such clarification shall not be permitted to change the substance of the Bid, the qualification of the Bidder, or any material aspect of the Bid submitted before the Bid Submission Deadline. 19.2 If a Bidder fails to provide the clarification and/or documents requested by the Procuring Agency within the stipulated time, the Bid shall be evaluated based on the information and documents available at the time of evaluation, and may be declared non-responsive where the missing information materially affects the evaluation.
20. Responsiveness of Bids	20.1 The Procuring Agency shall examine each Bid to determine whether it is substantially responsive to the requirements of these Bidding Documents. A substantially responsive Bid is one that conforms to all the terms, conditions and requirements of the Bidding Documents without material deviation, reservation or omission. 20.2 If the Bid is found to be non-responsive, or if the Bidder fails to provide satisfactory clarification or the required supporting documents in accordance with ITB Clause 19.1, the Procuring Agency may reject the Bid and exclude it from further evaluation.
21. Margin of Preference	21.1 Unless otherwise specified in the Bid Data Sheet (BDS) or permitted under the applicable Public Procurement Rules, no margin of preference shall apply in the evaluation of Bids for the establishment of the Open Framework Agreement.
22. Subcontractors	22.1 The qualification, experience and financial capacity of any proposed Subcontractor shall not be considered for the purpose of evaluating the Bidder's qualifications. The Bidder shall independently satisfy the qualification criteria specified in Section III (Qualification Criteria and Requirements). 22.2 The engagement of Subcontractors, if any, for the execution of Call-Off Contracts under the Framework Agreement shall be subject to the prior written approval of the Procuring Agency and shall not relieve the Framework Supplier of any of its obligations

	or liabilities under the Framework Agreement or any Call-Off Contract.
F. Evaluation of Bids and Award of Framework Agreement	
23. Evaluation of Bids	23.1 The Procuring Agency shall evaluate the Bids using the criteria and requirements specified in Section III (Qualification Criteria and Requirements). No other criteria or requirements shall be used in the evaluation of Bids.
	23.2 Where a Bidder proposes to engage Subcontractor(s), the Bidder shall remain fully responsible for the performance of the Framework Agreement and any Call-Off Contract. The qualification, experience and financial capacity of the proposed Subcontractor(s) shall not be considered for the purpose of evaluating the Bidder's qualifications unless otherwise expressly permitted in the Bid Data Sheet (BDS).
	23.3 The Procuring Agency may establish the Open Framework Agreement with one or more Bidders who are determined to be substantially responsive and who meet the qualification requirements specified in Section III, in accordance with the provisions of these Bidding Documents
	23.4 Only the qualifications of the Bidder shall be considered during evaluation. The qualifications of the Bidder's parent company, subsidiary, affiliate, associated company, Subcontractor or any other entity shall not be considered unless expressly permitted by these Bidding Documents.
24. Procuring Agency's Right to Accept or Reject Bids	24.1 The Procuring Agency reserves the right to accept or reject any Bid, to reject all Bids, or to annul the bidding process at any time prior to the award of the Framework Agreement, without thereby incurring any liability to the Bidders, in accordance with the applicable provisions of the Public Procurement Rules.
25. Selection of Framework Firms	25.1 The Procuring Agency shall evaluate the Bids in accordance with the requirements of these Bidding Documents and shall select the Bidder(s) whose Bids are determined to be substantially responsive and who meet the qualification criteria specified in Section III (Qualification Criteria and Requirements).
	25.2 Where permitted under these Bidding Documents, the Procuring Agency may seek clarification or request the submission of non-material missing documents from a Bidder, provided that such clarification or submission does not alter the substance of the Bid or affect fair competition among the Bidders.
	25.3 The Procuring Agency may establish the Open Framework Agreement with one or more successful Bidders (Framework Suppliers) in accordance with the terms and conditions of these Bidding Documents.

26. Notification of Award of Framework Agreement	26.1 The successful Bidder(s) shall, within the prescribed time, submit the Framework Agreement Performance Security in the amount and form specified in the Bid Data Sheet (BDS) and execute the Framework Agreement. Failure to furnish the required Performance Security or to execute the Framework Agreement within the stipulated period may constitute sufficient grounds for cancellation of the award, forfeiture of the Bid Security.
	26.2 The Procuring Agency shall communicate, upon written request, the reasons for the rejection of a Bid or for the non-selection of a Bidder, in accordance with the applicable Public Procurement Rules.
27. Changes in the Status of the Successful Bidder	27.1 Any change in the legal status, ownership, constitution or formation of the successful Bidder after submission of the Bid and before execution of the Framework Agreement shall be subject to the prior written approval of the Procuring Agency.
	27.2 The Procuring Agency may refuse such approval if: (a) the change materially affects the Bidder's qualification, technical capability or financial capacity; (b) the Bidder no longer satisfies the qualification requirements specified in Section III (Qualification Criteria and Requirements); or (c) the proposed change is likely to adversely affect fair competition or the successful performance of the Framework Agreement.
	27.3 Any approved change shall not relieve the successful Bidder of any obligation or liability arising from its Bid or the Framework Agreement.
28. Bid-Related Complaints	28.1 The Procuring Agency shall constitute a Grievance Redressal Committee (GRC) comprising an odd number of members having the requisite authority to address procurement-related complaints. The GRC shall not include any member of the Bid Evaluation Committee.
	28.2 Any prospective Bidder may submit a written complaint against the eligibility criteria, evaluation criteria, specifications, or any other provision of the Bidding Documents which is considered to be inconsistent with the applicable Public Procurement Rules. Such complaint shall be submitted sufficiently before the Bid Submission Deadline to enable the Procuring Agency to address the complaint before the closing date for submission of Bids.
	28.3 Any Bidder aggrieved by any act or decision of the Procuring Agency after the submission of its Bid may submit a written complaint to the Grievance Redressal Committee not later than

	five (05) days after the announcement or communication of the bidding results.
	28.4 The Grievance Redressal Committee shall investigate and decide upon the complaint within ten (10) days of its receipt, in accordance with the applicable Public Procurement Rules.
	28.5 The address and contact details of the Grievance Redressal Committee (GRC) for submission of procurement-related complaints shall be specified in the Bid Data Sheet (BDS).

Section II – Bid Data Sheet (BDS)	
A. General	
ITB 1.1	Invitation for Bids Identification No.: AM-NORTH-LHR-CIVIL-01-2026-27 Procuring Agency: Dy Manager (Civil) AM-North NGC Lahore 220kV Grid Station NKLP Lahore Procurement Title: Establishment of an Open Framework Agreement for Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region
ITB 2.1	Name of the Procuring Agency: Dy Manager (Civil) AM-North NGC Lahore 220kV Grid Station NKLP Lahore Procurement: Establishment of an Open Framework Agreement for Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region
ITB 3.1	No JV is allowed.
ITB 3.6	A list of debarred firms and individuals is available on the PPRA's website.
B. Contents of the Bid Documents	
ITB 5.1	For clarification purposes, the Procuring Agency's address is: Dy Manager (Civil) AM-North NGC Lahore 220kV Grid Station NKLP Lahore Postal Code: 71000 Telephone: +92-42-35821190 E-mail:shoaib.nawaz@ngc.gov.pk
ITB 6.2	Procurement Agency web page: www.ntdc.com.pk Authority Web Page www.ppra.gov.pk
ITB 6.2	Pre-Application Meeting will be held: 09-07-2026 at 11.00AM in the office of Dy. Manager (Civil) AM North Lahore NGC 220kV G/S NKLP Lahore
C. Preparation of Bids	
ITB 8.1	The Bidding Documents and the Bid shall be prepared in the English language.
ITB 9.1(f)	The Bidder shall submit the following additional documents along with its Bid:

	• The audited Financial “Standalone” Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement) audited by Chartered Accountant for the last five (05) years shall be submitted by the Bidder. • Valid registration with FBR (NTN) and Active Taxpayer List (ATL). • Valid registration with the Punjab Revenue Authority (PRA) and Active Taxpayer List • Affidavit regarding non-blacklisting/ debarment by any Government/Semi-Government Organization. • Power of Attorney of the authorized signatory (if applicable). • Appendix-A to Bid “Proposed Personnel” • Appendix-B to Bid “List of Major Equipment-Related Items” • Appendix-C to Bid “Construction Camp and Housing Facilities” • Appendix-D to Bid “Organizational Chart of the Supervisory Staff and Labor” • Appendix-E to Bid “List of Sub-Contractors” • Appendix-F to Bid “Integrity Pact” • Appendix-G to Bid “Bidder’s Qualification Forms” • Copies of Original Documents defining the constitution or legal status, place of registration and principal place of business of the bidder and JV partners; • Proof of purchase of Bidding Documents from the Employer; • Beneficial Ownership Declaration Performa duly filled by the Bidder as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf. • PEC license and • Any other document specified in the Bidding Documents.
ITB 13.1	Bids shall be submitted electronically through e-PADS only. No hard copy of the Bid is required.
D. Submission of Bids	
ITB 15.1	The deadline for bid submission on e-PADS is: Date: 22-07-2026 Time: 11:00 Hours For Bid security submission purposes only, the Procuring Agency’s address is: Office of Dy Manager (Civil) AM-North NGC Lahore 220kV Grid Station NKLP Lahore Postal Code: 71000

	Telephone: +92-42-35821190 E-mail: shoaib.nawaz@ngc.gov.pk
ITB 17.1	The opening of the bids electronically on e-PADS shall be at: Date: 22-07-2026 Time: 11:30 Hours For opening of bids, the Procuring Agency's address is: Office of Dy Manager (Civil) AM-North NGC Lahore 220kV Grid Station NKLP Lahore Postal Code: 71000 Telephone: +92-42-35821190 E-mail: shoaib.nawaz@ngc.gov.pk
ITB 26.1	The successful Bidder(s) shall furnish a Framework Agreement Performance Security in the amount of PKR 1,000,000 (Pak Rupees One Million only) within twenty-eight (28) days from the date of issuance of the Notification of Award. The Performance Security shall remain valid throughout the duration of the Framework Agreement, including any extension thereof.
F. Evaluation of Bids and Award of Framework Agreement	
ITB 28.1	if a Bidder wishes to submit a Bid-Related Complaint, the complaint shall be submitted in writing (through the quickest available means, including e-mail or courier) to the following: Convener Grievance Redressal Committee (GRC) _____

Section III - Qualification Criteria and Requirements

3.1 Mandatory Qualification Requirements

The Bidder shall satisfy all of the following mandatory requirements. Failure to comply with any one of these requirements shall render the Bid non-responsive and it shall not be considered for further evaluation.

Sr. No.	Mandatory Requirement	Requirement
1	PEC Registration	The Bidder shall possess a valid Pakistan Engineering Council (PEC) Constructor License in minimum Category C-5 or above with the following specialization codes:CE-01,CE-09,CE-10 A bidder who has applied for renewal of PEC License before the Bid Submission Deadline may also participate, subject to submission of documentary evidence of renewal application.
2	Active Taxpayer	The Bidder shall be Active Taxpayer of Federal Board of Revenue (FBR) and Provincial Revenue Authority for Punjab Sales Tax on Services.
3	Blacklisting	The Bidder shall not be blacklisted by NGC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. Further, the bidder shall submit an undertaking along with his bid that he has read and accepts the provisions of NGC Policy for Blacklisting of Contractors (copy of policy attached with the bidding documents). Non-submission of this undertaking may result in the rejection of the bid. The undertaking will subsequently become part of the Contract Agreement as well.
4	Beneficial Ownership	Duly completed Beneficial Ownership Declaration as per S.R.O. 592(I)/2022.
5	Bid Security	Bid Security in the prescribed amount and form.
6	Experience	The Bidder shall have successfully executed at least one (01) Framework Agreement or Annual Repair & Maintenance Contract of Civil Works in last 10 years
7	Positive Net worth	The Bidder's Financial Statements for the last One year of the audited accounts should show that it has positive "NET WORTH" calculated as a difference between total assets and total liabilities
8	Availability of financial resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means to meet the total cash flow demands of this contract which is being considered equal to PKR 15.0 Million plus 25% of the Bidder's commitments for running contracts.

Only bidders fulfilling all mandatory requirements shall qualify for detailed evaluation.

3.2 Evaluation Criteria

Sr. No.	Evaluation Criteria	Requirement / Basis	Maximum Marks
1	PEC Category	C-5 = 15 Marks; C-4 = 17 Marks; C-3 or above = 20 Marks	20
2	Company Experience	Years since incorporation/registration in civil construction business. • 2-5 Years = 5 Marks • 6-8 Years = 8 Marks • More than 8 Years = 10 Marks	10
3	Average Annual Turnover	Best of three years during last five years. • PKR 30 Million = 10 Marks • PKR 40 Million = 15 Marks • PKR 50 Million or above = 20 Marks	20
4	Similar Civil Works Experience	Successfully completed Civil Repair/Maintenance/Renovation Contracts during last ten years for total amount of Rs. 60.0 Million = 10 Marks Each similar completed contract of minimum PKR 10 Million = 5 Marks (Maximum 10 Marks).	20
5	Availability of financial resources	• Greater than or equal to PKR 15.0 Million plus 25% of the Bidder's commitments for running contracts = 05 Marks • Greater than or equal to PKR 30.0 Million plus 25% of the Bidder's commitments for running contracts = 10 Marks	10
6	Technical Human Resource	Availability of permanent engineering staff. • 01 PEC registered Civil Engineer & 01 Site Supervisor DAE = 5 Marks • 01 PEC registered Civil Engineer & 02 Site Supervisor DAE = 10 Marks	10
7	Equipment & Resources	Availability of essential construction equipment, tools, required for execution of maintenance works under the Framework Agreement.	10

3.3 Minimum Qualifying Score

The Bidder shall obtain a minimum score of **70 Marks out of 100** to qualify for empanelment under the Open Framework Agreement.

3.4 Evaluation Notes

1. Documentary evidence shall be submitted for every claimed qualification.
2. The Employer reserves the right to verify any information from the issuing authority.

3. False, misleading or fabricated information shall result in rejection of the Bid.
4. Joint Venture partners shall be evaluated collectively unless specifically stated otherwise.
5. Prequalification under this Framework Agreement does not guarantee award of any Work Order or Call-Off Contract.
6. Individual works shall be awarded through subsequent Call-Off Competitions among the qualified Framework Contractors in accordance with the Framework Agreement and PPRA Rule 16A.

Section IV – Bidding Forms

Annexure - 1 to Bidding Data Sheet

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID**POWER OF ATTORNEY**

Know all persons by these presents that we, _____
 (Name of the Bidder), having our registered office at _____,
 do hereby appoint, nominate and authorize Mr./Ms. _____,
 CNIC No. _____, residing at _____, who is presently employed with us as
 _____, to act as our lawful Attorney and authorized representative, with full power and
 authority to do, execute and perform, in our name and on our behalf, all acts, deeds and things
 necessary or incidental in connection with our Bid for the procurement titled:

"Establishment of an Open Framework Agreement for Repair and Maintenance of Civil Assets in
 AM-North, NGC Lahore Region"

under Bidding Document No. _____, including but not limited to:

- Signing, initialing and submitting the Form of Bid and all other Bid documents;
- Signing all declarations, affidavits, undertakings and certificates forming part of the Bid;
- Furnishing information, clarifications and supporting documents to the National Grid Company of Pakistan (NGC);
- Attending meetings, negotiations (if any), and responding to correspondence relating to the Bid;
- Receiving communications issued by the Procuring Agency in connection with the bidding process; and
- Performing all other acts necessary for the submission and processing of our Bid.

We hereby undertake to ratify and confirm all lawful acts, deeds and things done by our said Attorney pursuant to this Power of Attorney and declare that all such acts shall be deemed to have been performed by us.

This Power of Attorney shall remain valid until completion of the bidding process and, in the event of award, until execution of the Open Framework Agreement unless revoked earlier with the prior written consent of the Procuring Agency.

For

(Signature)

(Name, Title, Email ID and Address)

Accepted

..... (Signature)

(Name, Title, Email ID and Address of the Attorney)

ACKNOWLEDGMENT

Before me, a Notary Public for and in the city of _____, this _____ of _____ 2020
personally came and appeared:

NAME

IDENTIFICATION DOCUMENT

Known to me to be the same person/s who executed the foregoing Special Power of Attorney in
favor of _____, and acknowledged to me the same is/are his/her/their free and
voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the date
and place above written.

NOTARY PUBLIC

Form of Bid

Date: _____

Invitation for Bids (IFB) No.: _____

Procurement Title:

Establishment of an Open Framework Agreement for Repair and Maintenance of Civil Assets in AM-North, NGC Lahore Region

To:

National Grid Company of Pakistan (NGC)

Asset Management-North, Lahore

We, the undersigned, hereby submit our Bid for the establishment of an Open Framework Agreement for the above-mentioned procurement and declare that:

(a) Acceptance of Bidding Documents

We have examined the Bidding Documents, including all Addenda (if any), and have no reservations whatsoever thereto.

(b) Eligibility

We meet the eligibility requirements specified in the Bidding Documents and are fully qualified to participate in this procurement.

(c) Conflict of Interest

We have no conflict of interest in accordance with the provisions of the Instructions to Bidders (ITB).

(d) Joint Venture

☐ We are submitting this Bid as an individual firm.

☐ We are submitting this Bid as a Joint Venture

(e) Bid Security

We have furnished the Bid Security in the form and amount specified in the Bidding Documents.

(f) Acceptance of Procuring Agency's Rights

We understand that the Procuring Agency reserves the right to accept or reject any Bid, reject all Bids, or annul the bidding process at any time before the award of the Framework Agreement, without incurring any liability to the Bidders, in accordance with the applicable Public Procurement Rules.

(h) Validity of Bid

Our Bid shall remain valid for the period of 150 days from opening of bid and shall remain binding upon us throughout the Bid Validity Period which is 178 days from opening of bid.

(i) Truthfulness of Information

We certify that all information, documents and statements submitted with this Bid are true, complete and correct. We understand that any false declaration or misrepresentation may result in rejection of our Bid, forfeiture of the Bid Security, blacklisting under the applicable NGC SOP, and any other action permissible under the applicable Public Procurement Rules.

Authorized Signature: _____

Name: _____

Designation: _____

For and on behalf of: _____

Company Address: _____

Telephone: _____

E-mail: _____

Date: _____

Where a Joint Venture is permitted, this Form of Bid shall be signed by the authorized representative of the Joint Venture. The Power of Attorney authorizing the signatory shall be attached with the Bid.

Personnel**Form PER – 1: Proposed Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position and Relevant Technical and Management Experience*

Note: The Engineer while making his determination for extension of time under this clause will take due consideration of the (committed) resources to be deployed by the Contractor at site in accordance with this appendix

EQUIPMENT

Form EQ - 1: List of Major Equipment - Related Items

The Bidder will provide a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works.

Appendix-C to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor shall provide description of his construction camp's facilities and staff housing requirements.

ORGANIZATION CHART

**FOR THE
SUPERVIWCSRY STAFF AND LABOR**

LIST OF SUBCONTRACTORS

I/We intend to hire following subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

Note: - The subcontractor will not be replaced without prior approval of the Employer.

Appendix-F to Bid**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS
IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

BIDDER'S QUALIFICATION FORMS

QF-1	General Information
QF-2	Construction Experience
QF-3	Performance Certificate
QF-4	Current Contract Commitments
QF-5	Financial Data
QF-6	Annual Turnover Data
QF-7	Financial Resources
QF-8	Bank Certificate
QF-9	Pending Litigation

Note: -

1. These forms shall be filled up and furnished by the Bidder and its Joint Venture partner(s), if any.
2. If necessary, additional sheets may be added to the forms. Each page of each form should be clearly marked in the right top corner as follows: Form QF1, page 1; Form QF1, page 2, etc.
3. Some forms will require attachments. Such attachments should be clearly marked as follows: Attachment 1 to Form QF1, Attachment 2 to Form QF1, etc.

Form QF-1: General Information

Bidder and its Joint Venture Partner(s) and/or Subcontractors are requested to complete the information in this form. Nationally information of Bidders should also be provided.

1.	Name of Bidder	
2.	Head office address	
3.	Local office address (if any)	
4.	Telephone	Contract
5.	Facsimile	e-mail
6.	Place of incorporation/registration	Year of incorporation/registration
7.	Main lines of Business	
	1.	Since:
	2.	Since:
	3.	Since:
	4.	Since:

Note:

Copies of following credentials shall be attached:

- (a) Copy of incorporation/registration certificate
- (b) Organization chart
- (c) PEC registration certificate in the appropriate category

Signature and Seal of Bidder:

Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents

Name of the Project:

Order Placed by (full address of Employer)	Order No. and date	Description of Works	Value of order	Date of completion as per contract	Date of actual completion	Remarks indicating reasons for late completion, if any	Has the project been running satisfactorily? (Attach a certificate from the Employer)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Bidder.....

Place:

Date:

Form QF-3: Performance Certificate

It is to certify that M/s. _____ has conducted the following works against mentioned project.

Sr. No.	Contract No. & Date	Designation & address of order placing authority/User	Name of Project	Description of Works	Date of Commencement	Date of Completion

The above services/Works have been performed against our Project and their performance is found satisfactory.

Date of issuing _____

Signature of issuing authority with seal
Name and designation of issuing authority
Address along with Email, Phone No. and
Fax of issuing authority

Note:

- i. In case of those bidders who have provided services to NGC shall furnish the details of such works in the above Performa which shall be signed by their authorized signatory along with seal and certificate is not required from the Employer in this respect.

In case the performance certificate is not verifiable through the given contact address and email, the bid may be rejected.

Form QF-4: Current Contract Commitments

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments							
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Total Contract Value	Contract Completion Date	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X/Y)
1							
2							
3							
4							
Total Monthly Financial Requirement for Current Contract Commitments							PKR.

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (\$ equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

^c The monthly commitments calculated from above table will be multiplied with a factor (proposed "3") to calculated the total commitments for 03 months.

Form QF-5: Financial Data

Financial Data for Previous 5 Years					
Particular					
Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					
Information from Income Statement					
Total Revenues					
Profits Before Taxes					
Profits After Taxes					
Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.					
• All such documents reflect the financial situation of the Bidder and not sister or parent companies. • Historic financial statements must be audited by a certified accountant. • Historic Financial statements must be complete, including all notes to the financial statements. • Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).					

Signature and Seal of the bidder:

Form QF-6: Annual Turnover Data

Name of Bidder/Joint Venture Partner:

Bidder are requested to complete the information in this form separately. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed. The average Annual Turnover may include turnover of affiliates and subsidiaries to the extent of shareholding percentage of bidding company provided the turnover is accrued from similar business activity as the bidding company.

Use a separate sheet for bidder and its Joint Venture partner(s).

Annual turnover data for the following last five (05) fiscal years			
Year	Amount Currency	Exchange Rate	Equivalent Amount (in the currency of Bid)
Average Annual Turnover			

Signature and Seal of Bidder:

Form QF-7: Financial Resources

Form FIN – 3: Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit and other financial means to meet the Bidder's financial requirements for

- (a) its current contract commitments calculated on three (03) months basis, and
- (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	Source of financing	Amount
1	Liquid Assets	
2	Credit Line ^a	
3	Other Financial Resources	
Total Available Financial Resources		

^a To be substantiated by a letter from the bank issuing the line of credit.

[Note: No credit line after opening of bids shall be acceptable. Any withdrawal of the credit lines from the bidder's creditors during validity of bid shall be considered a withdrawal of bid]

Form QF-8: Bank Certificate

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

If the contract for the work, namely, is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... 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 the work, namely..... is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs..... 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 QF-9: Pending Litigation

Each Bidder or member of a JV must fill in this form

Pending Litigation					
Year	Name of Other Party(s)	Matter of Dispute	Litigation where (Court/ arbitration)	Amount involved	Value of pending claim as a %age of net worth

Signature and Seal of the bidder:

STANDARD FORMS

BID SECURITY (Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with address _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address: _____

Guaranteed Amount/Sum of Security Rupees _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (Hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated ____ for Bid No. ____ for ____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement, involvement in Corrupt and/or fraudulent practices and/or furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 19.6 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without recourse to the Principal or any other third party in the necessity any proceeding whatever judicial or otherwise irrespective of any dispute, difference or disagreement between the Bidder and the Employer or contestation by any other party/person. We agree that for the purpose of this Bid Bond, the Employer shall be the sole and exclusive judge for determining whether events listed in ____ above have occurred and any written demand made in the manner stipulated herein by the Employer shall be conclusive evidence of the occurrence of one or more of the events listed above. We shall at all times be bound to the first written demand of the Employer to pay the Employer forthwith the amount hereby agreed and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling the said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS, WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Witness:

Guarantor (Bank)

1. _____

Signature_____

Corporate Secretary (Seal)

Name_____

Title_____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

Name, Title & Address

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

Guarantee Amount _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:

(Scheduled Bank in Pakistan)

Name of Principal (Supplier or Contractor) with address:

Guaranteed Amount/Sum of Security against services/works/contracts (express in words and figures) _____.

(Hereinafter referred to as the "Bank/Guarantor" which expression shall be deemed to include its respective successors-in-interest and assignee and shall be deemed as well to include any financial institutions which may subsequently become the party).

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the Guaranteed Amount/Sum stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Employer's above said Letter of Acceptance for

_____ (Name of Contract) for the _____
_____ (Project detail etc.)

NOW THEREFORE, if the Principal (Supplier or Contractor as applicable) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents to which reference is here made for all purposes during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till the issuance of Warranty Certificate in accordance with Clause ____ , Warranty, of Conditions of Contract.

Our total liability under this Guarantee is limited to the Sum stated herein above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee which Sum we irrevocably and unconditionally agree to pay immediately upon any request for payment or demand received on which/the end ____ (date), failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby unconditionally, irrevocably and independently guarantee and undertake to pay to the Employer without protest, demur, delay and without reference, notice or recourse to contractor to any other person upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand and hereby expressly waive all rights to deny our obligation to the Employer irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement between ____ and ____, or contestations by any other party or person, any Sum or Sums up to the :lmount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole, exclusive and final judge for deciding whether the Principal has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and any written demand to the Guarantor made in the manners specified above shall be conclusive evidence of failure to comply with, ____ and the Guarantor shall pay without objection any Sum or Sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

The Guarantee shall be a continuing security and shall remain in operation until ____ after the expiration, termination of the contract or any extension thereto.

PROVIDED FURTHER THAT until the expiry date of the Guarantee, the Employer shall be entitled to present written demand(s) to the Guarantor in the manner specified above for any amount up to the aggregate Guaranteed Amount. The Guarantor agrees that nothing in this Guarantee shall bar the Employer from presenting multiple written demands to the Guarantor, provided that the amount claimed in the written demand(s) shall not collectively exceed the aggregate Guaranteed Amount.

IN WITNESS, WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and; corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

Guarantor (Bank)

1. _____

Corporate Secretary (Seal)

Signature _____
Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

Section V - SOP for Blacklisting

**NATIONAL TRANSMISSION
AND DESPATCH COMPANY
LIMITED (NTDC)**



**REVISED SOP FOR
BLACKLISTING**

(As on 25.02.2019)

Table of Contents

CHAPTER NO.1.....	3
1.1 INTRODUCTION	3
1.2 EXTENT OF APPLICATION.....	3
CHAPTER NO. 2.....	5
2. REASONS OF BLACKLISTING	5
CHAPTER NO. 3.....	7
3. FORMULATION OF "NTDC'S RIGHTS PROTECTION COMMITTEE"	7
CHAPTER NO. 4.....	8
4.1 PROCEDURE FOR BLACKLISTING	8
4.2 INITIATION OF AN ACTION.....	8
4.3 DECISION.....	8
4.4 COMMUNICATION OF DECISION	9
4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS	9
Note: All the penalties given herein above will be in addition to the consequences already agreed by the parties in the contract or any other document and other remedies provided under the law.	
4.6 ACTION AFTER FIRMS ARE PLACED ON BLACKLISTING	9
4.7 EFFECTIVENESS.....	10
APPENDIX-1	11
APPENDIX-2	13
REFERENCES	

CHAPTER NO.1

1.1 INTRODUCTION

The main objectives of any procurement process are transparency, economy, fairness and efficiency so that value for money is achieved.

Blacklisting is one of the most effective tools used in the struggle against inefficiencies and corruption in connection with public procurement. In addition, it serves as a major deterrent against any material breach of contract and further ensures the timely execution of projects by holding delinquent persons accountable.

Rule-19 "Blacklisting of suppliers and contractors" of the Public Procurement Rules, 2004 (hereinafter "PPRA Rules") stipulates that;

"The procuring agencies shall specify a mechanism and manner to permanently or temporarily bar, from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority: Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard."

In the light of the Clause above, this SOP has been drafted for procurements made by NTDC.

Any capitalised terms and abbreviations used in this SOP which are not defined herein shall have the meanings given to them in Public Procurement Regulatory Authority Ordinance, 2002 (hereinafter "PPRA Ordinance") and PPRA Rules.

1.2 EXTENT OF APPLICATION

- i. The procedure shall be applicable and remain in force, along with any amendments thereto, within NTDC until any clear instructions or guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.
- ii. The procedure shall also be applicable on the pre-qualified firms.
- iii. The procedure shall be applicable on any "Person", which for the purposes of this SOP shall *interalia* include suppliers, bidders, contractors, consultants, firms, individuals, and organizations transacting business with NTDC.
- iv. Wherever any provision of this SOP shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of such applicable guidelines, laws, or rules shall prevail.

- v. This SOP shall become a part of the future Bidding Documents and the person(s) will submit an Undertaking along-with his bid that he has read and accepts the provisions of this SOP. Non-submission of an Undertaking may result in rejection of his bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

CHAPTER NO. 2

2. REASONS OF BLACKLISTING

2.1 The causes and reasons to be taken into consideration for Debarment / Blacklisting of any person are given as under:

2.1.1 Pre- Award Stage:

The following shall be considered, *interalia*, the causes / reasons for initiating proceedings under this SOP at the Pre-Award Stage:

- i. Indulging in Corrupt, Fraudulent as well as Collusive practices.
- ii. Submission of false and spurious documents, making false statements, making frivolous complaints and allegations to gain undue advantage.
- iii. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature.
- iv. Submission of false bid security or infringement of documents to get undue monetary or any other benefit.
- v. Breach of confidentiality of evaluation process as mentioned in Appendix-I based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.

2.1.2 Post- Award Stage:

The following shall be considered, *interalia*, the causes / reasons for initiating proceedings under this SOP at the Post-Award Stage:-

- i. Extraordinary delay in signing or refusal to accept the Notification of Award and/or the contract without any cogent reason.
- ii. Misconduct, i.e., failure to proceed with the signed contract, withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frustrating the evaluation/bidding process and not responding to written communication in a reasonable time.
- iii. Causes mentioned in Clause 2.1.1 (i, ii & iii) above.
- iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment Guarantee etc.

- v. Non-satisfactory performance as mentioned in Appendix-2 during the execution of the contract.
- vi. Non-performance or Breach of provisions / clauses of the contract agreements.
- vii. Notwithstanding the warranty/defect liability period, any defect in a product, equipment, plant, facility or services rendered that may subsequently surface during field operations within 5 years of its commissioning.
- viii. Failure to honour obligations within warranty period or defect liability period as defined in the contract.

2.1.3 Other Causes

- i. The person is blacklisted by any Government department in Pakistan, or it is established that the firm is involved in any kind of corruption or corrupt practices anywhere in the world.
- ii. Violations of provisions / instructions set down in the Bidding Documents.
- iii. Any attempt / activity to malign or bring NTDC into disrepute and harm its interest(s).
- iv. Person(s) blacklisted by International Financial Institutions (donor agencies) will be liable to be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.
- v. Any other cause deemed just and appropriate by NTDC in the given circumstances.

Note:

- (1) If above mentioned causes occur either on part of the principal bidder or the local agent, both shall be considered for blacklisting / debarment.
- (2) The authorization of the foreign bidder to local agent shall contain his complete particulars including the name of the company, name of the owner, National Tax number (NTN), CNIC (Computerized National Identity Card) No. etc. In case, the said information is found to be missing, even after calling for the same within a reasonable time, the authority letter shall not be accepted.
- (3) The Bidding Documents shall be issued against original authority letter or in case of scanned copy, the email of the foreign bidder shall be enclosed. However, at the time of bidding, the original authority letter shall be attached with the bid. In the absence of the same, the bid shall be rejected.

CHAPTER NO. 3

3. FORMULATION OF "NTDC'S RIGHTS PROTECTION COMMITTEE"

3.1 A permanent Committee namely "NTDC's Rights Protection Committee (RPC or Committee)" comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of any firm/supplier/contractor/ individual.

- | | |
|--|----------|
| • General Manager (Performance Assessment) NTDC | Convener |
| • Chief Engineer (Reliability Compliance) NTDC | Member |
| • Representative of the Chief Law Officer's Office | Member |

Depending upon the nature of the case, the Committee may consult or appoint / nominate additional members from within NTDC with the approval of Managing Director (NTDC), provided that the Committee consists of an odd number of individuals as per spirit of Rule 48(1) of the PPRA Rules. Independence of any additional members shall be ensured while making the selection of such additional members. Furthermore, the aforementioned RPC shall also be authorized to seek external expert advice as and when required.

CHAPTER NO. 4

4.1 PROCEDURE FOR BLACKLISTING

Upon receipt of or obtaining information and/or knowledge that any person(s) is involved in practices mentioned in Chapter-2 earlier, the concerned Project Authority / formation shall promptly formulate its recommendations and submit through MD NTDC to NTDC RPC along with its findings, details of charges and documentary evidences to initiate proceedings under this SOP.

4.2 INITIATION OF AN ACTION

- (i) Within a period of 15 days after receiving the recommendations of Blacklisting / Debarment from the concerned Project Authority, the Convener of the Committee shall issue a Show Cause Notice (“**Notice**”) thereby informing the Person about the alleged charges and shall provide an opportunity to the defend said charges within a time period of 15 (fifteen) days.
- (ii) The person(s) shall be accorded adequate opportunity of hearing in order to defend the charges within the given timelines.
- (iii) The Notice to the Person shall be sent at the mailing/postal address as provided under the Contract or any other address provided by way of subsequent written communication by the Person. The non-receipt of the Notice due to incorrect / change in mailing address without any written communication shall not be attributable to NTDC. In case of non-receipt of any reply from the accused person within the formulated time, but not less than the time given in 4.2 (i) above, the Committee shall have the right to proceed on Ex-parte basis.

4.3 DECISION

- i. The committee shall hold an independent inquiry/investigation as the case may be, and, which may include site visits and interviews with the parties concerned. The Committee shall complete the entire inquiry/investigation, preferably within a period of 30 days after receipt of response from the person against whom proceedings under this SOP have been initiated and shall present the report to the MD NTDC.

- ii. If required, the Committee may report the case to an appropriate law enforcement agency depending upon the nature of the case for detailed investigations with the prior approval of Managing Director (NTDC).
- iii. The person against whom proceedings have been initiated under this SOP shall not proceed for arbitration/litigation during the proceedings for blacklisting.

4.4 COMMUNICATION OF DECISION

After recommendation for blacklisting by "NTDC's Rights Protection Committee (RPC)", the person concerned shall be informed within 10 days of such decision. The decision of the Committee will be notified on NTDC's and PPRA's websites and shall also be conveyed to Pakistan Engineering Council. Blacklisting of firms shall also be conveyed by circular to other Government Departments. All other relevant procuring agencies including PEPCO, DISCOs, and WAPDA, etc., will also be informed simultaneously.

4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

- (i) The Blacklisting on the grounds and reasons specified herein above in Chapter No. 2 shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years, except in cases where debarment/blacklisting has been done by any other government department or an International Financial Institution (Donor Agency).
- (ii) In case the person has been blacklisted by the government department or the International Financial Institution (donor agency), the period of blacklisting/debarment shall be for a maximum period of 3 years or the time period for which the concerned government department/International Financial Institution (Donor Agency) debarred the contractor (whichever is higher).

4.6 ACTION AFTER PERSONS ARE PLACED ON BLACKLISTING LIST.

- i. The decision of blacklisting will be immediately circulated to all concerned as mentioned at Clause 4.4 above.
- ii. In case of a contract already awarded to a person which has been blacklisted and termination is either not possible or not feasible, the concerned Project Authority may proceed in this case to complete the contract with the approval of Competent Authority.
- iii. The blacklisted person shall stand disqualified from bidding from the date of decision against them. Any pending bids shall also stand rejected. If a contract has

already been awarded to person, it shall be voidable at the option of NTDC as per 4.6 (ii) above.

- iv. A separate register or data base will be maintained for blacklisted firms indicating reasons and period.

4.7 EFFECTIVENESS

These guidelines / SOP or any amendments thereof shall take effect immediately after its approval from Board of Directors of NTDC.

APPENDIX-1

PROCESS TO DEAL WITH FRIVOLOUS COMPLAINTS

It has been frequently observed that after opening of tenders, the bidders start to influence the evaluation process. Such attempts result in delay in finalizing of award of contract and cause financial loss to the National exchequer. The evaluation process is confidential till publication of award of contract process.

Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances. Hence, the attempts made by the bidders during evaluation process or thereafter to influence the contract award decisions fall under the definition of corrupt and fraudulent practices. Therefore, during bidding stage, the following mechanism shall be adopted in case of receipt of any frivolous complaint from the bidder.

- i. Anonymous complaints shall not be entertained.
- ii. The Procuring Agency reserves the right to call for an affidavit from the complainant verifying the truthfulness and correctness of the contents of the complaint.
- iii. The notice of displeasure and explanation will be immediately sent to those persons who lodge frivolous complaint(s) during the evaluation process.
 - iii (a) If the person itself or through its agent or any third party does not refrain from making frivolous complaints in the same tender or any other tender, an official warning will be sent and their case may be sent to "NTDC's Rights Protection Committee" which may analyse the situation and suggest action including the rejection of the bid of the complainant. However, Project Authority may reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.
 - iii (b) If the same person itself or through its agent or any third party lodges a frivolous complaint in another tender floating in parallel before decision of the Grievance Committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for a minimum period of six months under intimation to the Grievance Committee and MD NTDC.
- iv. In order to monitor the record of the persons, a data base will be maintained at NTDC's website and the offices of the project authorities regarding such persons who consistently lodge frivolous complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

NOTE: It is clarified that the process provided above in Appendix 1 is to discourage anonymous and frivolous complaints only, and does not bar any person feeling aggrieved by any act of the procuring agency from lodging a genuine complaint/grievance as provided under Rule 48 of the PPRA Rules, 2004.

APPENDIX-2

GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

- i. After signing of the contract, the Project authority (or the Consultant / Engineer) must monitor and evaluate the Contractor's performance, that is, whether the Contractor is fulfilling his obligations based on the terms of the contract and plans that were developed and agreed upon with the Project authority at the time of signing of contract or during kick-off meetings..
- ii. Though the performance evaluation of any person is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, nevertheless, a person's Performance Evaluation Report may be prepared for the consumption and benefit of the procuring agency or for any other purpose at the completion of the project, as the case may be.
- iii. The performance evaluation report shall be prepared for all contracts of more than Rs. 100 million. When based on the Evaluation Report, the performance of a person is non-satisfactory, the procuring agency may initiate the case for blacklisting of the person in accordance with the terms of this SOP. For the avoidance of doubt, consistent failure to provide satisfactory performance shall also include performances in a single or multiple contracts executed or being executed by the same person, as the case may be.
- iv. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders. The procuring agency shall be the sole judge to determine the projects of vital or critical importance.
- v. In case of ordinary delay in performance in 2 consecutive contracts within a period of 3 years, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders.
- vi. The proceedings under this SOP shall not prejudice any other rights and/or remedies available to the procuring agency under the contract documents and/or any other law in force.

PART 2 - WORKS REQUIREMENTS

Section VI – Schedule of Requirements

1. Background

National Grid Company of Pakistan Limited (NGC) is responsible for the operation, maintenance and development of the national electricity transmission system throughout Pakistan. Asset Management North (AM-North), Lahore Region is responsible for the operation and maintenance of Grid Stations, Residential Colonies, Transmission Line facilities, offices and allied civil infrastructure falling under its jurisdiction. To ensure timely execution of routine, planned repair and maintenance civil works and emergency works, NGC intends to establish an **Open Framework Agreement** with qualified Contractors in accordance with Rule 16A of the Public Procurement Rules.

The Framework Agreement shall facilitate the procurement of civil maintenance works on an "as and when required" basis through subsequent Call-Off Competitions among the Framework Contractors.

2. Location of Works

The works under the Framework Agreement may be executed at any location falling under the jurisdiction of Asset Management North, NGC Lahore Region, including but not limited to:

- 220kV Grid Stations
- 500kV Grid Stations
- Allied Residential Colonies
- Transmission Line facilities
- Regional Offices
- Control Buildings
- Store Buildings
- Workshops
- Boundary Walls
- Roads and Drainage Systems
- Water Supply and Sewerage Systems
- Any other premises owned or controlled by NGC within the jurisdiction of AM-North, Lahore Region.

The Employer reserves the right to add or omit locations during the currency of the Framework Agreement.

3. Site of Works

The Contractor shall execute the Works at the locations specified in each Call-Off Contract or Work Order issued under the Framework Agreement. The Employer may hand over the Site in whole or in phases depending upon operational requirements. Many works shall be executed in operational Grid Stations and occupied residential buildings. Accordingly, the Contractor shall:

- plan the sequence of work carefully;
- ensure uninterrupted operation of Grid Stations;
- coordinate with the Engineer;
- minimize inconvenience to employees and residents;
- maintain cleanliness and safety throughout execution.

4. Scope of Works

4.1 General

The Framework Agreement covers repair, maintenance, renovation, alteration, rehabilitation and improvement works relating to civil infrastructure under the jurisdiction of AM-North Lahore. Individual Works shall be executed through separate Call-Off Competitions and Work Orders issued under the Framework Agreement. This is an Open Framework Agreement under PPRA Rule 16A.

- No guaranteed quantity or value of work.
- Employer may issue any number of Call-off Contracts.
- Employer may issue no work at all.
- Contractor shall have no claim for idle resources or anticipated profits.

4.2 Nature of Works

The Works may include, but shall not be limited to, the following:

(a) Civil Works

- Repair of buildings and civil structures
- Brick masonry
- RCC works
- Cement concrete works
- Plastering
- Flooring
- Tiling
- Marble and granite works
- Roof treatment
- Waterproofing
- Boundary wall repairs
- Gate repairs
- Roads and pavements
- Drainage works
- Excavation and backfilling
- Foundation repairs
- Control room renovations
- Office renovations
- Demolition and reconstruction
- Any other civil works instructed by the Engineer.

(b) Plumbing and Sanitary Works

- Water supply systems
- Sewerage systems
- PPRC pipelines
- PVC pipelines
- UPVC pipelines
- Sanitary fittings
- Wash basins
- Water closets
- Urinals
- Valves
- Drainage lines
- Inspection chambers

- Leak rectification
- Water tanks
- Associated plumbing works.

(c) Finishing Works

- Internal painting
- External painting
- Weather Shield Paint
- Oil Paint
- Distemper
- False ceilings
- Gypsum board works
- Aluminium works
- Glass works
- Kitchen cabinets
- Cupboards
- Shelves
- Wooden fixtures
- Miscellaneous finishing items.

(d) Miscellaneous Civil Works

- Emergency maintenance
- Minor alteration works
- Any incidental works necessary for satisfactory completion of assigned Works.

5. Materials and Workmanship

All materials supplied under the Framework Agreement shall:

- conform to specification & instruction of Engineering Function (Civil) of NGC
- conform to WAPDA Standard Specifications (1998);
- comply with applicable Pakistan Standards where relevant;
- be new, unused and of approved quality;
- be subject to inspection and approval by the Engineer before installation.

Equivalent brands may be used only with prior written approval of the Engineer.

6. Technical Specifications

Unless otherwise specified in the relevant Call-Off Documents or Work Order, all Works shall comply with:

- WAPDA Standard Specifications (1998);
- WAPDA Composite Schedule of Rates (WCSR);
- Approved Drawings;
- Engineer's Instructions;
- Applicable Building Codes;

7. Work Execution

The Contractor shall:

- mobilize sufficient manpower and equipment;
- complete works within the stipulated completion period;
- protect existing structures and utilities;
- coordinate with NGC representatives;

- restore disturbed areas;
- remove debris after completion;
- comply with all instructions of the Engineer.

8. Quality Assurance

The Contractor shall maintain adequate quality control throughout execution. The Engineer may inspect any material, workmanship or completed work and reject any item that does not conform to the Contract requirements. Rejected work shall be replaced at the Contractor's own cost.

9. Inspection and Testing

The Engineer may require inspection or testing of materials at any stage of execution. Testing shall be carried out at approved laboratories where required. All associated costs shall be borne by the Contractor unless otherwise specified.

10. Safety, Health and Environmental Requirements

The Contractor shall comply with all applicable safety laws, regulations and NGC safety requirements. The Contractor shall provide:

- Personal Protective Equipment (PPE);
- warning signs;
- barricading;
- fire protection arrangements;
- first aid facilities;
- housekeeping throughout execution.

The Contractor shall remain solely responsible for the safety of its personnel and protection of Employer's property.

11. Security Requirements

The Contractor shall comply with all security procedures applicable at Grid Stations and NGC installations, including any instructions issued by:

- NGC;
- District Administration;
- Law Enforcement Agencies;
- Security Agencies;

12. Quantities

The Employer does not guarantee any minimum quantity or value of Works during the Framework Agreement period. Actual quantities shall depend upon operational requirements and availability of funds.

13. Call-Off Contracts

Works under the Framework Agreement shall be executed only after:

- completion of a Call-Off Competition among the Framework Contractors;
- issuance of Letter of Acceptance (where applicable);
- issuance of Work Order by the Employer.

Each Call-Off Contract shall constitute an independent contract under the Framework Agreement. No contractor shall have any exclusive right to receive Work Orders.

14. Procedure for Award and Execution of Call-Off Contracts

14.1 General

The Open Framework Agreement shall not, by itself, constitute a commitment on the part of the Employer to award any specific work or guarantee any minimum quantity or value of work during the Framework Agreement period.

Individual works shall be procured through separate **Call-Off Competitions** among all Framework Contractors in accordance with Rule 16A of the Public Procurement Rules and the provisions of the Framework Agreement.

14.2 Preparation of Cost Estimate

For each proposed work, the Employer shall prepare a detailed cost estimate based on:

- a) The applicable items and rates of the latest WAPDA Composite Schedule of Rates (WCSR);
 - b) The applicable Inflation Factor/Cost Escalation Factor notified;
 - c) The vetted Non-Schedule Rates approved by the Office of the Chief Engineer (Civil), NGC;
- and

The Employer reserves the right to revise the estimate whenever considered necessary before issuance of the Call-Off Competition.

14.3 Invitation for Call-Off Competition

Upon approval of the estimate, the Employer shall simultaneously invite quotations from **all Framework Contractors**.

The Request for Quotation (RFQ) shall include, where applicable:

- Scope of Work;
- Bill of Quantities (BOQ);
- Estimated Completion Period;
- Technical Specifications;
- Site Location;
- Submission Deadline;
- Any special conditions applicable to the particular work.

14.4 Submission of Quotations

Each Framework Contractor shall submit its quotation within the time specified in the Request for Quotation. Failure to submit a quotation within the prescribed time shall be treated as non-participation in that Call-Off Competition. Repeated failure, refusal, or unwillingness to participate in Call-Off Competitions may be treated as unsatisfactory performance and may result in suspension or termination of the Framework Agreement without prejudice to any other rights or remedies available to the Employer under the Framework Agreement or applicable laws.

14.5 Time for Quotation Submission

- Routine works 3 working days
- Emergency works 24 hours

14.6. Evaluation of Quotations

Quotations received shall be opened and evaluated by the Employer in accordance with PPRA Rules and the Framework Agreement.

Evaluation shall consider:

- a) Responsiveness;

- b) Completeness of quotation;
- c) Compliance with technical requirements;
- d) Quoted percentage above/below Engineer's Estimate;
- e) Contractor's current workload;
- f) Past performance under the Framework Agreement;
- g) Availability of manpower and equipment;
- h) Completion history of previous Call-off Contracts.

The Employer reserves the right to reject any quotation which is incomplete, conditional, non-responsive, or inconsistent with the Framework Agreement.

14.7. Award of Call-off Contract

The lowest evaluated responsive Framework Contractor shall normally be recommended for award of the Call-off Contract.

The recommendation shall be submitted for approval of the Competent Authority in accordance with the Employer's Delegation of Financial Powers.

Upon approval, the Employer shall issue a Letter of Acceptance together with the Work Order.

No work shall commence until issuance of the Work Order.

14.8. Performance Security for Call-off Contract

Within Seven (07) Days of issuance of the Letter of Acceptance, the successful Contractor shall furnish a Performance Security equal to Ten Percent (10%) of the accepted Call-off Contract Price. The Performance Security shall be in the form of an unconditional Bank Guarantee/CDR issued by a Scheduled Bank operating in Pakistan.

Failure to furnish the Performance Security within the prescribed period shall constitute sufficient ground for:

- Cancellation of the Call-off Contract;
- Forfeiture of the Framework Performance Security;
- Termination of the Framework Agreement;
- Blacklisting proceedings under the Employer's policy.

14.9. Commencement of Works

The Contractor shall mobilize immediately after issuance of the Work Order. Work shall commence within the time specified in the Work Order. The Contractor shall deploy adequate manpower, machinery, supervision, and materials to complete the works within the stipulated completion period. Time shall be the essence of every Call-off Contract.

14.10. Measurement and Payment

Measurements shall be jointly recorded by the Engineer and Contractor. Payments shall be made strictly on the basis of actual quantities executed. No payment shall be made for quantities not executed. All measurements shall be verified by the Engineer before certification. Bills shall be processed only after submission of:

- Measurement Book;
- Contractor's Invoice;
- Completion Report;
- Tax Invoice;
- Any other documents required by the Employer.

14.11 Retention Money

Ten Percent (10%) shall be deducted from each Interim Payment Certificate as Retention Money. Upon issuance of the Completion Certificate:

- Fifty Percent (50%) of the accumulated Retention Money shall be released.

The remaining Fifty Percent (50%) shall be released after successful completion of the Twelve (12) Months Defect Liability Period and issuance of the Defect Liability Certificate. No interest shall be payable on Retention Money.

14.12 Defect Liability Period

The Defect Liability Period for every Call-off Contract shall be Twelve (12) Months commencing from the date of issuance of the Completion Certificate.

The Contractor shall promptly rectify any defect notified by the Engineer during the Defect Liability Period at his own cost.

Failure to rectify defects shall entitle the Employer to execute such works through other agencies at the Contractor's risk and cost.

14.13 Defect Liability Period

If the Contractor:

- refuses to execute the awarded Call-off Contract;
- fails to mobilize;
- abandons the works;
- repeatedly fails to submit quotations;
- executes poor-quality work;
- fails to complete within time;
- breaches the Framework Agreement,

the Employer may:

- terminate the Call-off Contract;
- terminate the Framework Agreement;
- encash the Performance Security of the Call-off Contract;
- encash the Framework Performance Security;
- recover all additional costs from the Contractor;
- initiate blacklisting proceedings.

These remedies shall be without prejudice to any other rights available under the Contract or law.

14.14 Employer's Rights

The Employer reserves the unrestricted right to:

- issue multiple Call-off Contracts simultaneously;
- cancel any Request for Quotation without assigning any reason;
- increase or decrease quantities;
- omit any item;
- issue emergency Work Orders;
- reject all quotations;
- terminate the Framework Agreement in accordance with its provisions.

The Employer's decision shall be final and binding.

14.15 Performance Security for Call-Off Contract

The successful Contractor shall, within the period specified in the Letter of Acceptance or Work Order, furnish a Performance Security equivalent to Ten Percent (10%) of the accepted Call-Off Contract Price in the form prescribed in the Contract. No work shall commence unless the required Performance Security has been submitted.

14.16 Commencement and Completion of Works

The Contractor shall commence the works immediately upon issuance of the Work Order or as directed by the Engineer. The works shall be completed within the completion period specified in the respective Call-Off Contract.

Failure to complete the works within the stipulated time shall render the Contractor liable to Liquidated Damages @0.1% of work order amount upto 10% maximum and other contractual remedies provided under the Framework Agreement and the Call-Off Contract.

14.17 No Guarantee of Work

The Framework Agreement does not create any obligation upon the Employer to issue any minimum number of Call-Off Contracts or guarantee any minimum value or quantity of work. Call-Off Contracts shall be issued solely on the basis of operational requirements, availability of funds, and approval of the Competent Authority.

14.18 Failure to Submit Quotation

Every Framework Contractor shall actively participate in quotation competitions during the validity of the Framework Agreement. Failure to submit quotations without reasonable justification shall constitute unsatisfactory performance.

The Employer may take one or more of the following actions:

- a) issue written warning;
- b) suspend participation in subsequent quotation invitations;
- c) reduce future allocation of works;
- d) terminate the Framework Agreement;
- e) forfeit the Framework Performance Security;
- f) initiate proceedings under the Employer's Blacklisting Policy.

The Employer's decision shall be final.

15. Measurement and Payment

Payment shall be made only for actual quantities executed, measured jointly and certified by the Engineer in accordance with the applicable Contract conditions and specifications.

16. Employer's Rights

The Employer reserves the right to:

- increase or decrease quantities;
- omit any item;
- issue Work Orders at one or multiple sites;
- suspend, postpone or cancel any proposed Call-Off Contract;
- modify the scope of individual Works;
- reject defective workmanship;

- inspect materials at any stage;
- verify manufacturers' certificates and invoices.

17. Order of Precedence

In case of any inconsistency, the following order of precedence shall apply:

1. Call-Off Contract / Work Order
2. Letter of Acceptance (where applicable)
3. Framework Agreement
4. Employer's Requirements

18. Duration and Type of Framework Agreement

Description	Requirement
Framework Agreement Duration	The Framework Agreement shall remain valid for an initial period of one (01) year from the date of its execution. Subject to satisfactory performance of the Framework Contractor(s), mutual consent of the Parties, continued operational requirement, and approval of the Competent Authority, the Framework Agreement may be extended annually up to a maximum aggregate period of three (03) years, unless terminated earlier in accordance with the terms and conditions of the Framework Agreement.
Type of Agreement	Open Framework Agreement established under Rule 16A of the Public Procurement Rules. Multiple Framework Contractors may be appointed under the Agreement, and no guarantee is given regarding the award of any minimum quantity or value of work during the Framework period.
Scope of Work	The Framework Agreement covers repair, maintenance, renovation, alteration, rehabilitation and allied civil works at Grid Stations, Residential Colonies, Offices, Transmission Line facilities and other civil infrastructure under the jurisdiction of Asset Management North, NGC Lahore Region. Individual works shall be executed only through subsequent Call-Off Competitions among the Framework Contractors on an "as and when required" basis.
Award of Call-Off Contracts	Each Call-Off Contract shall be awarded separately following a competitive quotation process among all Framework Contractors. The Employer shall prepare an estimate based on the latest applicable WAPDA Composite Schedule of Rates (WCSR), applicable Inflation Factor, and vetted rates approved by the Chief Engineer (Civil), NGC, wherever applicable.
Nature of Commitment	Execution of the Framework Agreement shall not constitute a commitment by the Employer to issue any Call-Off Contract or guarantee any minimum quantity or value of work. Call-Off Contracts shall be issued solely based on operational requirements, availability of funds, and approval of the Competent Authority.