

**National Grid Company (NGC) of Pakistan Limited**  
formerly National Transmission & Despatch Company (NGCL)



**PREQUALIFICATION OF LOGISTICS PARTNER(S)  
FOR TRANSPORTATION SERVICE OF  
LOCAL/IMPORTED MATERIAL AND EQUIPMENT  
(GENERAL CARGO)  
THROUGH OPEN FRAMEWORK AGREEMENT  
(LOT-IA & LOT-IB)**

**Manager (CC&L), NGCL, Karachi**

**Bungalow No. JM-538/9, Dada Bhoy Narejo Road**

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**January -2026**



# Invitation for Prequalification

## For subsequent Open Framework Agreement(s) for Services of Inland Transportation of Local/Imported Material and Equipment For Three Years (2026-2029)

### [National Grid Company of Pakistan (NGC)]

IFP No. CCL/CC/2026-29/LOT-IA & LOT-1B

1. National Grid Company of Pakistan Limited (the “NGC”) formerly National Transmission & Despatch Company Limited ( “NTDCL”), a public limited company incorporated under the laws of Pakistan, with its principal office at WAPDA House, Shahrah-e-Quaid-e-Azam, Lahore, Pakistan. NGC intends to utilize its own resources toward the expenditure for services of Transportation, Loading, Unloading & Stacking of General Machinery and Equipment and intends to apply part of the proceeds toward payments under the subsequent Call-off Contracts to be issued under the **Open Framework Agreement** hereinafter referred to as the (“**Agreement or Agreement (s)**”).
2. The NGC intends to prequalify logistic partner / contractor(s) / transport firm(s) having at least **five (05) years** of experience in transportation, loading, unloading, and stacking of general machinery and equipment. The firms must be duly registered with the Income Tax Department and the General Sales Tax / Provincial Sales Tax Authorities and must maintain an active/compliant status. The prequalified firms will be invited for participation in tender inquiries and execution of Agreement(s) for a **period of three (03) years (2026–2029)** with the selected applicant(s).
3. The objective of the intended Agreement(s) is to ensure on-demand provision of services under:
  - 1) **Lot-1-A:** Inland transportation of locally available machinery, equipment and materials (general cargo) between NGC warehouses, project sites, grid stations and local factories or any other location within Pakistan; and
  - 2) **Lot-1-B:** Inland transportation of imported machinery and equipment (general cargo) from respective seaports, dry ports, or airports of Pakistan to NGC warehouses, project sites and grid stations or any other location within Pakistan.

Through subsequent Tender Inquiry/Call off Contracts with shortlisted bidders, and the purpose of this Prequalification Notice is to provide information to enable the potential applicants to take part in the primary procurement process. Successful applicants will be prequalified as per selection criteria specified in the respective Prequalification Documents and enter into an Open Framework Agreement.

Since this is an Open Framework Agreement, the Procuring Agency will allow new firms to apply on an annual (1 year) basis or as per NGC requirement for admission based on terms and conditions of this document.

4. Applicants who have been pre-qualified and signed the Agreement shall be entitled to participate in subsequent secondary procurement proceedings, and it is expected that the procurement will be

initiated from **July 2026** onwards. However, the right to such procurements shall be strictly governed by the non-exclusivity provision of the Agreement and shall be exercised on sole discretion of NGC.

5. Prequalification process is open for all national Applicants subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may obtain further information from NGC at the address mentioned below during office hours [8:30 to 16:30).
6. A complete set of Prequalification Documents in English may be purchased by interested Applicants on the submission of a written Application to the address mentioned below and upon payment of a **nonrefundable fee of PKR 3,000/- through bank draft/pay order** in favor of **Manager (Customs Clearance & Logistics), NGC Karachi**. The documents will be provided to the Potential Applicants, and essential record shall be maintained by the Procuring Agency providing information regarding amendment(s), if any, in Prequalification Documents and hence, **the purchase of document is mandatory for all participants**.
7. If Applicants desire any explanation to Prequalification Documents, a prospective bidder may seek clarification in writing at least seven (07) days prior to the application submission deadline. Responses to such requests for clarification will be provided in writing and through NGC website. Bidder can also contact the office of the undersigned at the following address not later than 07 days before last submission date of the application.
8. Applications for Prequalification must be submitted in hard copy on or before **[13.04.2026]** at **[11:00 AM]** in accordance with the instructions in the Prequalification documents. The applications will be opened on the same day at **11:30am**
9. NGC reserves the right to accept or reject any or all applications, and to annul the prequalification process at any stage without assigning any reason, in accordance with Rule 33 of the Public Procurement Rules 2004.

**Manager (Customs Clearance & Logistics)**  
**National Grid Company (NGC) of Pakistan**  
Formerly National Transmission & Despatch Company Limited (NGCL)  
Bungalow No. JM-538/9Dada Bhoy Narejo Road,  
Jamshed Quarters Karachi Pakistan.  
Phone: 021-99334395, Email: [ccl.ntdcl@ntdc.com.pk](mailto:ccl.ntdcl@ntdc.com.pk)  
Website: [www.ntdc.gov.pk](http://www.ntdc.gov.pk)

## Checklist of Documents Required for Pre-Qualification

Sr. No.	Document / Requirement	Details / Evidence Required	✓
1	Application Submission Letter	Application letter duly filled and signed as per the format provided in <b>Section-IV</b>	<input type="checkbox"/>
2	Prequalification Document (PD) Fee	Evidence of the payment PD fee of <b>PKR 3000/-</b>	<input type="checkbox"/>
3	Application Information (Form ELI-1.1)	As per <b>Form ELI-1.1</b> attached in Section-IV, including: a) Names of Owner(s) / Partners / Directors with copies of CNICs and company profile b) Complete office mailing address with minimum <b>two (02) landline numbers</b> (supported by utility bills) and official email ID c) List of staff with qualifications	<input type="checkbox"/>
4	Workshop & Warehouse Details	Address of workshop(s) and warehouse(s) on rent/ownership basis, with premises sufficient to accommodate <b>minimum 20 trailers</b>	<input type="checkbox"/>
5	Firm Establishment Experience	Minimum <b>five (05) years</b> of establishment, supported by: • Bank statement of first year of business, <b>or</b> • Certificate of Incorporation / Certificate of Commencement of Business	<input type="checkbox"/>
6	Tax Registration	Copy of valid <b>NTN</b> and <b>STRN / PSTN</b> certificates	<input type="checkbox"/>
7	Relevant Work Experience	List of transportation works/contracts for Machinery & Equipment during the last <b>five (05) years</b> , as per <b>Form EXP-1</b> (Section-IV)	<input type="checkbox"/>
8	Litigation & Non-Performance History	Historical Contract Non-Performance, pending litigation, and litigation history as per <b>Form PER-1</b> (Section-IV)	<input type="checkbox"/>
9	Vehicles & Equipment Details	Submission of lists along with valid Fitness Certificates: a) Company owned/leased <b>40 ft &amp; 20 ft flatbed, low bed, semi-low bed, extended low bed vehicles, wall mounted / half body/ high wall vehicles / Trucks</b> with registration books as per <b>Form EQP-I</b> b) Company owned/leased <b>cranes and forklifts</b> , with registration books as per <b>Form EQP-II</b>	<input type="checkbox"/>
10	Financial Statements	Last <b>three (03) years</b> audited financial accounts/statements and Income Tax Assessment Orders, as per <b>Forms FIN-3.1 &amp; FIN-3.2</b> (Section-IV)	<input type="checkbox"/>
11	Bank Statement	Bank statement for the <b>last one (01) year</b>	<input type="checkbox"/>
12	HSE Documentation	Copies of the following: a) HSE Policy duly approved and signed by authorized management b) HSE training certificates of staff (e.g., NEBOSH, OSHA, or equivalent) c) Records of HSE training sessions (training schedules, attendance sheets, certificates), toolbox talks, safety meeting minutes, internal audits, SOPs, or photographic evidence of PPE usage d) Valid licenses/permits related to safety, labor, transport, and environmental compliance	<input type="checkbox"/>
13	Non-Blacklisting Declaration	Declaration on non-judicial stamp paper confirming the firm is <b>not blacklisted</b> by any Government organization.	<input type="checkbox"/>
14	Performance Security Declaration	Declaration on non-judicial stamp paper confirming capability to submit <b>Performance Security of requisite amount as per Form-10 of Section IV i.e. PGD-1</b> against each call off Contract	<input type="checkbox"/>
15	Acceptance of Pre-Qualification Documents	Duly signed and stamped copy of the complete Pre-Qualification Document as confirmation of acceptance of all terms, conditions, and requirements	<input type="checkbox"/>

Signature with Name : \_\_\_\_\_

Designation & Official Seal of the Company/Firm: \_\_\_\_\_

# Table of Contents (TOC)

## **PART 1 – Primary Procurement: Prequalification Process**

**Section I -** Instructions to Applicants (ITAs)

**Section II -** Prequalification Data Sheet (PDS)

**Section III -** Application Qualification Evaluation Criteria and Requirements

A) List of documents required for prequalification

B) Criteria for evaluation of applications

**Section IV - Application Forms**

1. Application Submission Letter

2. Form-ELI -1.1: Applicant Information Form

3. Form-FIN-3.1: Financial Situation and Performance

4. Form-FIN-3.2: Average Annual Turnover (Annual Sales Value)

5. Form-EXP-1: Experience of the Firm

6. Form-PER 1: Historical Contract Non-Performance, and Pending Litigation and Litigation History

7. Form-EQP-I: Equipment Details (Vehicles Details)

8. Form-EQP-II: Equipment Details (MHEs Details) ♦

9. Form-BSD - Bid Securing Declaration

10. Form-PGD-Performance Guarantee Declaration

**Section V – Summary of Scope of Supply/Work**

**Section VI – Schedule of Requirements**

A) Activity Schedule against Scope of work (Lot-1A)

B) Activity Schedule against Scope of work (Lot-1B)

**Section VII - Concluding Framework Agreement**

A) Draft Framework Agreement

B) Framework Agreement General Provisions (OFAGP)

C) Framework Agreement Specific Provisions (OFASP)

D) Appendix to Framework Agreement

**Appendix-I:** Integrity Pact

**Appendix-II:** Performance Evaluation Form

**Appendix-III:** NGC Blacklisting Policy

## **PART 2 – Secondary Procurement: Call of Order/ Tender Inquiry Process**

**Section VIII – Secondary Procurement Notice /Invitation for Call-Off Contract**

**Section IX:** Call of Order /Tender Inquiry

**Section X:** Evaluation Criteria and Award of Contract

**Section XI:** Draft Work Order and Contract Agreement(s)

**Section XII – Contract Forms**

Form-1) Letter of Bid

Form-2) Integrity Pact

Form-3) Performance Security

## **PART 1 – Primary Procurement: Prequalification Process**

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# Section I - Instructions to Applicants

## A. General

### 1. Scope of Application

1.1. In connection with the “Invitation for Prequalification”, the Procuring Agency, as defined in Section II (Prequalification Data Sheet abbreviated as PDS), issues this set of Prequalification Documents (PD) to prospective applicants (also hereinafter referred as Applicants) interested in submitting applications (also hereinafter referred as Applications) to take part in the **Primary Procurement Process for rendering non- technical services as specified in Section V ( Scope of Supply/Work ) of PDS that may lead to Open Framework Agreement(s) being concluded with the successful applicant(s) as per Qualification Evaluation Criteria and Requirements specified in Section-III.**

- a) Throughout this set of Prequalification Documents:
- b) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the PDS) with proof of receipt.
- c) if the context so requires, “singular” means “plural” and vice versa.
- d) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Agency. It excludes the official public holidays;
- e) “Call-off Contract” means a separate, legally binding contract issued under this Open Framework Agreement to procure specific services of transportation and handling jobs / deliverables. Each Call-Off contract shall specify the scope of services, duration, pricing (Approved Rate), and other relevant terms, and shall be governed by the provisions of this Open Framework Agreement. Call-Off Contracts may be issued for routine, planned, one-off, or emergency service requirements, and the Approved Rate agreed for a Call-Off shall apply only to that Call-Off unless otherwise mutually agreed in writing.
- f) “Framework Agreement (FA)” means a contractual arrangement which allows a procuring agency to procure services or works that are needed continuously or repeatedly at agreed terms and conditions over an agreed period, through placement of a number of orders.
- g) “FA Logistics Partner” means a Logistics Partner with whom Framework Agreement is (or is to be) made;
- h) “Multi-Logistics Partner Open Framework Agreement means where more than one Applicant (Logistics Partner) concludes a Framework Agreement for the supply of each Lot;
- i) “Primary Procurement Process” means the procurement process that results in concluding a Agreement(s) with a successful Applicant(s) Since this is an Open Framework Agreement, the Procuring Agency will periodically, or continuously, allow new firms to apply for admission whose listing will be subject to terms and conditions of this document.
- j) “Secondary Procurement Process” means the process described in the Open Framework Agreement and followed by a Procuring Agency to select a FA Logistics Partner, and award a Call-off Contract for the supply of service(s);
- k) “Logistics Partner” means an Applicant that has concluded a Open Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract (through Secondary Procurement Process/Tender Inquiry), to supply services as and when required through Call-off Contract a Logistics Partner may also be referred to as a “FA Logistics Partner”;
- l) “Term” means the duration of a Agreement starting on the Commencement Date.

	<ul style="list-style-type: none"> <li>m) "Client" means the agency with which the selected Applicant/Logistics Partner/Bidder/Contractor/Firm signs the Contract for the Services.</li> <li>n) "Firm" means any entity that may provide or provides the Services to the Client under the Contract.</li> <li>o) "Contract" means an agreement enforceable by the law.</li> <li>p) "Government" means the Government of Pakistan</li> <li>q) "Personnel" means professionals and support staff provided by the Firm and assigned to perform the. Services or any part thereof.</li> <li>r) "Prequalification Document (PD)" means the documents to be prepared by the Client for the prequalification of contractor/firms.</li> <li>s) "Services" means the work to be performed by the contractor/Firm pursuant to the Contract.</li> <li>t) "Contractor" means a firm, company or an organization who undertakes to supply non consulting services.</li> <li>u) "Non-consulting service(s)" means <i>inland transportation, unloading, loading and stacking of material/equipment/machinery</i></li> <li>v) "Fraudulent practice" means a misrepresentation or omission of facts to influence a selection process or the execution of a contract and as mentioned in PPRA rule no. 2(F).</li> <li>w) "Private Entity" means any organization, firm or company that is privately owned and not controlled by the government.</li> </ul>
<p><b>2. Source of Funds</b></p>	<p>Source of funds is same as referred in "Invitation for Prequalification"</p>
<p><b>3. Eligible Applicants</b></p>	<ul style="list-style-type: none"> <li>3.1. An Applicant may be a private entity, a state-owned enterprise or institution subject, or with the intent to enter into such an agreement supported by a letter of intent.</li> <li>3.2. An applicant shall be liable for execution of all the provisions of the Agreement (if signed b/w the Procuring Agency and the entity), the execution of any Call-off Contract(s) awarded (to the entity) under the Agreement in accordance with the Call-off Contract conditions that apply.</li> <li>3.3. Each Applicant may submit <b>only one Prequalification Application</b> and shall not participate in more than one Joint Venture for the same Prequalification process. himself, or as a partner in a joint venture. An Applicant who submits or participates in more than one pre-qualification application will be disqualified</li> <li>3.4. Applicants shall be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Procuring Agency for execution of subsequent Agreement(s) or Call off Contract(s). In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of the Procuring Agency (or a recipient of a part of the funds) who: <ul style="list-style-type: none"> <li>(a) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or</li> <li>(b) would be involved in the implementation or supervision of such Agreement or Call-off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Agreement and/or Call-off Contract.</li> </ul> </li> </ul>

	<p>3.5. Any Applicant that has been declared debarred or blacklisted by any organization as notified by PPRA shall be <b>ineligible for prequalification</b>, and shall not be eligible to participate for, or enter, any Agreement or Call-Off Contract for the duration and category of procurement for which such debarment or blacklisting applies.</p> <p>3.6. An Applicant shall provide documentary evidence for determining the eligibility of the Applicant to the reasonable satisfaction of the Procuring Agency.</p> <p>3.7. The Invitation for Prequalification is open to logistic partner / carriage contractors / transport firms that satisfy the eligibility and qualification requirements specified in PDS.</p> <p>3.8. Applicants found to have submitted false, misleading, or incomplete information in support of their eligibility shall be <b>disqualified</b> and may be <b>debarred</b> from future procurements by NGC.</p> <p>3.9. The NGC reserves the right to verify any or all information submitted by the Applicant from relevant authorities or clients prior to prequalification.</p>
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**B. Contents of the Prequalification Documents**

<p><b>4. Sections of Prequalification Documents</b></p>	<p>4.1 This set of Prequalification Documents consists of all the sections indicated in the Table of content / TOC (Page-4), and which should be read in conjunction with any Addendum issued in accordance with <b>ITA 6</b>.</p> <p>4.2 Unless obtained directly from the Procuring Agency or downloaded directly from the website link referred in the Invitation for Prequalification, the Procuring Agency accepts no responsibility for the completeness of the Prequalification documents, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification documents in accordance with ITA 6. In case of any discrepancies, documents issued directly by the Procuring Agency or downloaded from the website link shall prevail.</p> <p>4.3 The Applicant is required to carefully review all instructions, forms, and terms contained in the Prequalification Documents and to ensure that its application is <b>complete and fully supported by all information and documents required</b> under the Prequalification Documents.</p>
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<p><b>5. Clarification of Prequalification Documents and Pre-Application Meeting</b></p>	<p>5.1 An Applicant requiring any clarification of the Prequalification Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address indicated <b>in the PDS</b>. The Procuring Agency will 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 the Applications. The Procuring Agency shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Documents directly from the Procuring Agency (or through its website link), including a description of the inquiry but without identifying its source. If so, indicated in the PDS, the Procuring Agency shall also promptly publish its response at the web page identified in the PDS. Should the Procuring Agency deem it necessary to amend the Prequalification Documents as a result of clarification, it shall do so following the procedure under <b>ITA 6</b> and in accordance with the provisions of <b>ITA 15.3</b>.</p> <p>5.2 If indicated in the PDS, the Applicant’s designated representative is invited at the Applicant’s cost to attend a pre-Application meeting at the place, date and time mentioned in the PDS. During this Pre-Application meeting, prospective Applicants may request</p>
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	<p>clarification of the schedule of requirement, the qualification criteria or any other aspects of the Prequalification Documents.</p> <p>5.3 Minutes of the Pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Documents. Any modification to the Prequalification Documents that may become necessary as a result of the pre-Application meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITA 6. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.</p>
<p><b>6. Amendment of Prequalification Documents</b></p>	<p>6.1 At any time prior to the deadline for submission of Applications, the Procuring Agency may amend the Prequalification Documents by issuing an Addendum. In such case, the Procuring Agency shall ensure that sufficient time is provided to Applicants to consider the amendment and prepare their Applications before the submission deadline.</p> <p>6.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum on websites as identified in the PDS; provided that an Applicant who had either already submitted their Applications or handed over the applications to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Application and submit the revised Application prior to the original or extended Application submission deadline.</p> <p>6.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Agency may at its discretion, extend the deadline for the submission of Applications in accordance with ITA 15.3; provided that the Procuring Agency shall extend the deadline for submission of Applications, if such an addendum is issued within last three (03) days of the Application submission deadline.</p>
<p><b>C. Preparation of Applications</b></p>	
<p><b>7. Cost of Applications</b></p>	<p>The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Prequalification process.</p>
<p><b>8. Language of Application</b></p>	<p>The Application as well as all correspondence and documents relating to the Prequalification exchanged by the Applicant and the Procuring Agency, shall be written in English language.</p>

<p><b>9. Documents Comprising the Application</b></p>	<p>The Application shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Application Submission Letter</b>, in accordance with <b>ITA 10</b>;</li> <li>(b) <b>Eligibility</b>: documentary evidence establishing the Applicant’s eligibility, in accordance with <b>ITA 11</b>;</li> <li>(c) <b>Qualifications</b>: documentary evidence establishing the Applicant’s qualifications, in accordance with <b>ITA 14</b>; and</li> <li>(d) <b>Bid Securing Declaration</b> and any other document required as specified in the PDS.</li> <li>e) No Bid Security is required in relation to this Primary Procurement process; however, the bidders may be required to sign Bid Securing Declaration as per format attached at Section-IV (Application Form no. 9)</li> </ul>
<p><b>10. Application Submission Letter</b></p>	<p>The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Form must be completed without any alteration to its format.</p>
<p><b>11. Documents Establishing the Eligibility of the Applicant</b></p>	<p>To establish its eligibility in accordance with ITA 3, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Form ELI-1.1 (eligibility), included in Section IV (Application Forms).</p>
<p><b>12. Documents Establishing the Qualifications of the Applicant</b></p>	<p>12.1 To establish its qualifications to perform the contract(s) in accordance with Section III (Qualification Evaluation Criteria and Requirements), the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).</p> <p>12.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Pak Rupees.</p>
<p><b>13. Signing of the Application and Number of Copies</b></p>	<p>13.1 The Applicant shall prepare <b>one set of original documents</b> comprising the Application as described in ITA 9 and clearly mark it “<b>ORIGINAL</b>”. The original Application shall be typed or written in indelible ink and <b>signed by a person authorized</b> to sign on behalf of the Applicant. If the Applicant is a Joint Venture (JV), the Application must be signed by an authorized representative of the JV so as to be legally binding on all members, supported by a Power of Attorney signed by the legally authorized signatories of each member.</p> <p>13.2 The Applicant shall also submit the number of <b>copies</b> of the signed Application specified in the <b>PDS</b>, clearly marked “<b>COPY</b>”. In case of any discrepancy between the original and copies, the <b>original shall prevail</b>.</p> <p>13.3 If Applications are submitted <b>electronically</b>, where permitted under ITA 15, the electronic submission shall be considered the <b>official original</b>. However, the Applicant may also be required to submit <b>hard copies (original and copies)</b> in accordance with the procedures specified in the PDS</p>

## **D. Submission of Applications**

<b>14. Identification of Applications</b>	<p>14.1 The Applicant shall submit the Application that shall:</p> <ul style="list-style-type: none"><li>(a) bear the name and address of the Applicant.</li><li>(b) be addressed to the Procuring Agency, in accordance with ITA 13; and</li><li>(c) bear the specific identification of this Prequalification process indicated <b>in the PDS</b> reference ITA 1.1.</li></ul> <p>14.2 The Procuring Agency will accept no responsibility for not processing any application that was not identified as required in ITA 14.1 above.</p>
<b>15. Deadline for Submission of Applications</b>	<p>15.1 Applicants may either submit their applications by mail, by courier or by hand. Applications shall be received by the Procuring Agency at the address no later than the deadline indicated <b>in the PDS</b>.</p> <p>15.2 When so specified <b>in the PDS</b>, Applicants have the option of submitting their applications electronically, in accordance with <b>Electronic Application</b> submission procedures specified <b>in the PDS</b>.</p> <p>15.3 If required in accordance with the provisions of ITA 6.3, the Procuring Agency will extend the deadline for the submission of Applications, in which case all rights and obligations of the Procuring Agency and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.</p> <p>15.4 The deadline will be extended in the same manner as that of original Invitation for Prequalification (or the advertisement).</p> <p>15.5 Any Application received <b>after the deadline</b> specified in the PDS shall <b>not be accepted</b>.</p>
<b>16. Opening of Applications</b>	<p>16.1 The Procuring Agency shall open all Applications at the date, time and place specified <b>in the PDS</b>.</p> <p>16.2 Applications submitted electronically, if permitted pursuant to ITA 15.2, shall be opened in accordance with the procedures specified <b>in the PDS</b>.</p> <p>16.3 The Applications shall be opened in the presence of representatives of the applicants and Procuring Agency shall prepare complete record of the opening of Applications to include, as a minimum, the name of the Applicants, attendance, completeness of the documents. A copy of the record shall be distributed to all Applicants.</p>

## E. Procedures for Evaluation of Applications

<b>17. Confidentiality</b>	<p>17.1 Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the Prequalification process until the notification of Prequalification results is made to all Applicants in accordance with <b>ITA 29</b>.</p> <p>17.2 From the deadline for submission of Applications to the time of notification of the results of the Prequalification in accordance with <b>ITA 29</b>, any Applicant that wishes to contact the Procuring Agency on any matter related to the Prequalification process may do so only in writing.</p>
<b>18. Clarification of Applications</b>	<p>18.1 To assist in the evaluation of Applications, the Procuring Agency may, ask an Applicant for a clarification (including missing documents) of its application, to be submitted within a stated reasonable period of time. Procuring Agency will ensure that clarification sought, or additional documents asked <b>do not alter substance matter of the application</b>. Any request for clarification from the Procuring Agency and all clarifications from the Applicant shall be in writing.</p> <p>18.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Agency's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.</p>
<b>19. Responsiveness of Applications</b>	<p>The Procuring Agency may reject any Application which is not responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 18.1, and the Applicant fails to provide satisfactory clarification and/or missing information within prescribed time, it may result in disqualification of the Applicant.</p>

## F. Evaluation of Applications and Prequalification of Applicants

<p><b>20. Evaluation of Applications</b></p>	<p>20.1 The Procuring Agency shall use the criteria and requirements defined in Section III, Qualification Evaluation Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Agency reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract, however subject to the provisions of ITA 22.</p> <p>20.2 In case of multiple contracts, Applicants should indicate in their applications the individual contract or combination of contracts in which they are interested. The Procuring Agency shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements. The Qualification Evaluation Criteria and Requirements are mentioned in Section III.</p> <p>20.3 Only the qualifications of the Applicant shall be considered. The qualifications of other related entities such as the Applicant’s subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Applicant shall not be taken into consideration in determining the qualifications of the Applicant.</p>
<p><b>21. Procuring Agency’s Right to Accept or Reject Applications</b></p>	<p>The Procuring Agency reserves the right to accept or reject all the Applications, and to annul the Prequalification process at any time, without thereby incurring any liability to the Applicants.</p>
<p><b>22. Prequalification of Applicants</b></p>	<p>All Applicants whose applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Agency for signing the Agreement.</p>
<p><b>23. Standstill Period</b></p>	<p>The Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period as per PPRA rules.</p>
<p><b>24. Letter of Intent to Conclude Framework Agreement</b></p>	<p>The Procuring Agency shall send the Letter of Intent to conclude framework to each Applicant and shall publish the evaluation results in accordance with PPRA Rules.</p> <p>The Letter of Intent shall, at a minimum, include the <i>names and addresses of the successful Applicant(s); the names of all Applicants who submitted Applications along with their evaluated technical scores; a brief statement of the reasons for rejection of the unsuccessful Application(s); the expiry date of the standstill period; and instructions regarding the procedure to request a debriefing and/or lodge a complaint (if any) during the standstill period.</i></p>
<p><b>G. Conclusion of a Framework Agreement</b></p>	
<p><b>25. Framework Agreement Criteria</b></p>	<p>25.1 This is an Open Framework Agreement.</p> <p>25.2 The Procuring Agency shall specify in Section X (Evaluation Criteria and Award of Contract) of prequalification document, the criteria that will apply in the selection of Bidder(s), with whom a Agreement(s) may be concluded.</p>

<b>26. Notification to Conclude Framework Agreement</b>	Upon expiry of the Standstill Period or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Applicant (s) a Notification to Conclude a Agreement, attaching the Agreement for signature by the Applicant.
<b>27. Non-Exclusivity</b>	<p>This Primary Procurement process is <b>non-exclusive</b>. Accordingly, the Procuring Agency may, subject to applicable PPRA Rules, procure logistics services from other eligible logistics service providers, who are not Framework Agreement (FA) Logistics Partners, on sole discretion of Procuring Agency. This includes (but not limited to) the following circumstances:</p> <p>(a) where an FA Logistics Partner is not available to perform the required services.</p> <p>(b) where an FA Logistics Partner is unable to perform the services within the stipulated timeframe or in accordance with the required safety and performance standards; or</p> <p>(c) in urgent or emergency situations, where immediate procurement is required in the public interest.</p> <p>(d) Any other situations/circumstances on sole discretion of the Procuring Agency</p>
<b>28. Signing the Framework Agreement</b>	Unless an earlier deadline is stipulated <b>in the PDS</b> , the Applicant shall sign, stamp and return the Agreement within fourteen (14) days of receipt of the same along with Bid securing Declaration.
<b>29. Publication of List of the Prequalified Logistics Partners</b>	<p>The Procuring Agency shall publish the List of Prequalified Logistics partners who signed the Agreement(s). The notice shall include, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>• name and address of the Procuring Agency.</li> <li>• name and reference number of the Agreement</li> <li>• names of the successful Applicant(s), duration of the Agreement(s), and a brief summary of the scope of work</li> </ul>
<b>30. Grievance Redressal</b>	<p>30.1 Any Applicant or Bidder who feels aggrieved by the evaluation results may submit a written grievance in accordance with the PPRA Rules and the Redressal of Grievance Regulations in vogue. The grievance shall be addressed to the Chairman, Grievance Redressal Committee (GRC) of the Procuring Agency.</p> <p>30.2 All grievances shall be processed strictly in accordance with the PPRA Rules, applicable regulations, and NGC Policies / SOPs</p>
<b>31. Mechanism of Blacklisting</b>	Applicants are advised that the Procuring Agency may debar or blacklist an Applicant or Bidder, in accordance with Rule 19 of the Public Procurement Rules, 2004 (as amended) and rules in vogue, if found involved in corrupt or fraudulent practices, failure to perform contractual obligations, violation of the Bid Securing Declaration, or any other act constituting a violation under the PPRA Rules.

## Section II - Prequalification Data Sheet (PDS)

### A. General

ITA 1.1

The identification number of the Invitation for Prequalification is: **[IFP No. CCL/CC/2026-29/LOT-IA & LOT-1B]**

**The Procuring Agency is:**

National Grid Company of Pakistan Limited (NGC)  
(formerly NGCL), through Manager (Custom Clearance & Logistics), located at:

Attention: Manager (Custom Clearance & Logistics), NGC

Address: BungalowNo.JM-538/9, Dada Bhoy Narejo  
Road, Jamshed Quarters, Karachi Pakistan  
Telephone: [021-99334395]

Electronic mail address: [ccl.ntdcl@ntdc.com.pk](mailto:ccl.ntdcl@ntdc.com.pk) The list of contracts is:

10. **Lot-1-A:** Inland transportation of locally available machinery, equipment and materials between NGC warehouses, project sites, grid stations and local factories or any other location within Pakistan; and
11. **Lot-1-B:** Inland transportation of imported machinery and equipment from respective seaports, dry ports, or airports of Pakistan to NGC warehouses, project sites and grid stations or any other location within Pakistan.

**ITA 1.1 (h) Multi-Logistics Partner/Vendor Framework Agreement**

This Primary Procurement intends to conclude a Multi-Logistics Partner Framework. Since this is an Open Framework Agreement, the Procuring Agency will periodically, or continuously, allow new firms to apply for admission subject to fulfilling the eligibility requirements mentioned below, evaluation as per criteria given in this document and subject to the below mentioned penal requirements.

Framework Agreement panel – minimum number (x)

The Procuring Agency intends to conclude a Agreements with a minimum number of Bidders for each Lot *if bidders are required to offer their prices corresponding to estimated service over the FA period.*

The minimum number (referred to as x) is **Three (03)**

Framework Agreement panel – maximum number (y)

The Procuring Agency will conclude Agreements for each Lot *if bidders are required to offer their prices corresponding to estimated service over the FA period* up to a maximum number of (y) qualified bidders with substantially responsive bids.

The maximum number (referred to as y) of Bidders that the Procuring Agency may conclude Agreements with is **Seven (07)**

In the event that the maximum number of Logistics Partners are not qualified at the initial qualification stage, the new entrants shall be included subject to fulfilling the same qualification requirements mentioned in these documents and following same evaluation process.

<b>ITA 1.1 (i)</b>	<b>Term of Agreement</b> The Agreement shall be for a Term of <b>Three (03) years</b> from the date of Signing of first Framework Agreement under this initiative without any exception whatsoever (including later entrants).
<b>ITA 3.5</b>	A list of debarred firms and individuals is available on the PPRA's website: <a href="http://www.ppra.org.pk">http://www.ppra.org.pk</a>
<b>ITA 3.7</b>	An Applicant shall be deemed eligible if it meets all of the following criteria: (a) The Applicant is a legally registered entity operating in Pakistan and possesses a valid National Tax Number (NTN) and General Sales Tax (GST) / Provincial Sales Tax registration, as applicable. (b) The Applicant appears on the Active Taxpayer List (ATL) of the Federal Board of Revenue (FBR) at the time of submission of the application and throughout the evaluation process. (c) The Applicant has a minimum of five (05) years of verifiable experience in transportation, loading, unloading, and stacking of general machinery and equipment, preferably for large public-sector or power-sector organizations. (d) The Applicant has not been blacklisted or barred by any government, semi-government, autonomous, or international organization, and must submit an undertaking to this effect on official letterhead. (e) The Applicant is in compliance with all applicable labor, safety, and tax laws of Pakistan and shall maintain compliance throughout the duration of the Agreement.
<b>B. Contents of the Prequalification Document</b>	
<b>ITA 5.1</b>	<b>For clarification purposes</b> , the Procuring Agency's address is:  Attention: Manager (Custom Clearance & Logistics), NGC Address: BungalowNo.JM-538/9, Dada Bhoj Narejo Road, Jamshed Quarters, Karachi Pakistan Telephone: [021-99334395] Electronic mail address: <a href="mailto:ccl.ntdcl@ntdc.com.pk">ccl.ntdcl@ntdc.com.pk</a>
<b>ITA 5.1 &amp; 6.2</b>	Web page: <a href="http://www.ppra.org.pk">http://www.ppra.org.pk</a> , ( <a href="http://www.ntdc.gov.pk">www.ntdc.gov.pk</a> )
<b>ITA 5.3</b>	Pre-Application Meeting will be held: <b>[Yes]</b>  <b>[Online or in person at:</b>  BungalowNo.JM-538/9, Dada Bhoj Narejo Road, Jamshed Quarters, Karachi Pakistan Telephone: [021-99334395]
<b>C. Preparation of Applications</b>	
<b>ITA 9</b>	The Applicant shall submit with its Application additional documents as per <b>Section-III-A</b>
<b>ITA 13.2</b>	In addition to the original, the number of copies to be submitted with the Application is: <b>[Two (02)]</b>

## D. Submission of Applications

<b>ITA 15</b>	<p><b>The deadline for Application submission is:</b></p> <p><b>Date: 13.04.2026</b></p> <p><b>Time: 11:00 am</b></p> <p>For <b>Application submission purposes only</b>, the Procuring Agency’s address is:</p> <p>Attention: Manager (Custom Clearance &amp; Logistics), NGC</p> <p>Address: BungalowNo.JM-538/9, Dada Bhoy Narejo Road, Jamshed Quarters, Karachi Pakistan</p> <p>Telephone: [021-99334395]</p> <p>Electronic mail address: <a href="mailto:ccl.ntdcl@ntdc.com.pk">ccl.ntdcl@ntdc.com.pk</a></p> <p>Applications for Prequalification must be submitted on or before (“Closing Date”) in accordance with the instructions in the Prequalification documents and the original application fee shall be delivered in clearly marked sealed envelopes to the address given above no later than <b>11:00 AM PST on 13.04.2026</b>.</p>
<b>ITA 15.1</b>	The opening of the Applications shall be at <b>11:30 AM PST on 13.04.2026</b>
<b>ITA 15.2</b>	The electronic Application opening procedures shall be: <b>Not Applicable</b>
<b>G. Conclusion of a Framework Agreement</b>	
<b>ITA 28</b>	<p><b>Signing the Agreement</b></p> <p>The Applicant shall sign, date and return the Agreement <b>within Fourteen (14) days</b> of receipt of the same.</p>
<b>ITA 30</b>	<p><b>Grievance Redressal</b></p> <p>If an Applicant wishes to make a Prequalification related Complaint, the Applicant should submit its complaint, in writing (by the quickest means available, that is by email, to:</p> <p><b>For the attention:</b> [General Manager (Tech) NGC, Lahore – Convener of the Grievance Redressal Committee of Bidders]</p> <p><b>Title/position:</b> [General Manager (Tech) NGC]</p> <p><b>Procuring Agency:</b> [National Grid Company of Pakistan (NGC)]</p> <p><b>Email address:</b> <a href="mailto:gmtech@ntdc.com.pk">gmtech@ntdc.com.pk</a></p> <p>In summary, at this stage, a Prequalification related Complaint may challenge any of the following:</p> <p>A) the terms of the Prequalification Documents; and</p> <p>B) the Procuring Agency’s decision not to prequalify an Applicant</p>

# Section III - Qualification Criteria and Requirements

This Section contains the criteria that the Procuring Agency shall use to evaluate the Applications and conclude the Agreement(s) under this Primary Procurement. No other factors, methods, or criteria shall be used except those specified herein and in the Prequalification Document.

## 1. Evaluation of Application

### (a) Evaluation Criteria

The evaluation of the Application will be carried out in accordance with the criteria set forth below and detailed in **Section III-B** of the Prequalification Documents. Only those Applicants whose proposals are found to be substantially responsive to the requirements of the Prequalification Documents and who secure the minimum qualifying marks shall be considered for pre-qualification and inclusion in the Agreement(s).

### (b) Evaluation Methodology

The evaluation shall be based on a **weighted-score system** comprising four (04) major components:

Sr. #	Description	Weightage (%)
A	Experience of Firm	30
B	Equipment	40
C	Financial Health	20
D	HSE	10
	<b>Total</b>	<b>100</b>

- Minimum overall qualification score required for pre-qualification: **70 %**.
- However, a minimum of **70 %** in each category (A, B,C& D) is mandatory as per sub-criteria mentioned in **Section III of Part-1** of Bidding document.
- Evaluation will be conducted **Separately for each Lot (1-A & 1-B)** under a **Multi-Logistics Partner Framework Agreement**.

### (c) Compliance and Responsiveness

During technical evaluation, the Evaluation Committee shall verify documents, inspect physical assets, and confirm the availability of workshops and equipment. All vehicles and machinery must be registered or leased in the name of the firm, partner, or director through a leasing institution approved by the State Bank of Pakistan. Non-verification of physical assets will result in zero marks under the relevant sub-criterion.

### 3. Criteria to Conclude Framework Agreement(s)

#### Multi-Logistics Partner Framework Agreement – ITA 1(h)

NGC shall conclude **Multi-Logistics Partner Framework Agreements** for each Lot (1-A and 1-B) with the Applicant that have been determined to be **substantially responsive** and have achieved the **minimum qualifying score** under Section III of Part-1 of bidding document

- (a) All responsive Applicants will be ranked according to their total evaluated scores.
- (b) Agreements shall be concluded with:
  - (i) All responsive Applicants, if no maximum number (7) is prescribed; or
  - (ii) The top-ranked Applicants up to the maximum number (7) specified in PDS ITB 1(h).
- (c) If the number of substantially responsive Applicant is less than the minimum (3), the Procuring Agency may invite new bids or proceed with the available qualified Applicants.
- (d) Each Agreement shall be valid for a **term of three (03) years** from the commencement date stated therein.
- (e) Subsequent **Call-off Contracts / Limited Tender Inquiries** shall be issued only to pre-qualified Framework Agreement Logistics Partners for rate finalization and award in accordance with PPRA Rule 16-A.

## A. LIST OF DOCUMENTS REQUIRED FOR PREQUALIFICATION

1. Application submission letter as per attached format in **Section-IV**.
2. Application information as per **Form ELI-1.1 attached in Section-IV** including:
  - a. Name of Owner(s) and partners/directors with copy of CNICs of each director and company information
  - b. Complete office mailing address with minimum 02 landlines (evidence in the shape of utility bills), and email ID.
  - c. List of staff with qualifications.
3. Address of workshops and warehouse (Rent/Ownership basis) with premises enough to hold 20 Nos. Trailers.
4. The Logistic Partner / Carriage Contractor Firm / Applicant should have five (5) years of establishment. (Evidence in the shape of Bank Statement for the first year of commencement of business or certificate of incorporation/certificate of commencement of business issued by the Corporate Law Authority)
5. Copy of NTN and STRN/PSTN certificates.
6. List of work/contracts carried out for transportation of Machinery and Equipment during the last 05 years as per **Form EXP-1 in Section-IV**
7. Historical Contract Non-Performance and Pending Litigation and Litigation History as per **Form – PER-1 in Section -IV**.
8. The Applicant shall submit a list of vehicles below along with valid **Fitness Certificates for all vehicles** proposed for use under the contract:
  - a. List of company's owned/lease of 40 and 20 ft. flat bed and low bed/semi low bed/extended low bed vehicle/ Wall mounted / half body/ high wall vehicles / Trucks along with copies of registration books as per **Form – EQP-I in Section-IV**
  - b. List of company owned/lease cranes, fork lifter, along with copy of Registration Books **Form – EQP-II in Section-IV**
9. Last three (03) years Financial Information including Audited Financial Accounts/Statements, Income Tax Assessment Orders as per **Form FIN 3.1 & 3.2 attached in Section-IV**
10. Last one-year Bank Statement.
11. Applicants shall submit copies of the following documents:
  - a. HSE Policy Document. (Copy of HSE Policy duly approved and signed by authorized management.)
  - b. HSE Training & Certification Evidence. (Copies of valid HSE certificates of staff (e.g., NEBOSH, OSHA, or equivalent).
  - c. Records of HSE training sessions conducted (training schedule, attendance sheets, or completion certificates). HSE Implementation & Compliance Records (Toolbox talk records, safety meeting minutes, or internal HSE audit reports. SOPs or photographic evidence demonstrate PPE usage and safe work practices.
  - d. Valid Licenses & Permits (Copies of valid licenses/permits related to safety, labor, transport, and environmental compliance, as applicable.)

12. Declaration of owner/partners **on non-judicial stamp paper** that “the firm has not been blacklisted by any Govt. Organization”
13. Declaration of owner/partners on non-judicial stamp paper that the firm is capable to submit performance security in form of bank guarantee as per OFASP-9 **against each lot** in the shape of Bank Guarantee as per attached **Form-10 of Section IV i.e. PGD-1**
14. Each Applicant shall submit a duly signed and stamped copy of the Prequalification document as confirmation that all terms, conditions, and requirements have been read, understood, and accepted in full.

## **B: CRITERIA FOR EVALUATION OF APPLICATIONS**

### Main Evaluation Criteria

Sr. #	Description	Weightage (%)
A	Experience of Firm	30
B	Equipment	40
C	Financial Health	20
D	HSE	10

Minimum overall qualification score required for prequalification of firm = 70%. However, 70 % score is mandatory against each item A, B, C & D

#### **A. Evaluation of Experience of Firm**

Sr. #	Sub Factors	Max Marks
a.	No. of offices	05
b.	No. of workshops	05
c.	Experience of the firm	15
d.	Manpower strength:	5
<b>TOTAL</b>		<b>30</b>

#### **Sub Criteria – A-Lot-1A (Local Cargo)**

<b>A</b>	<b>Experience of Firm</b>	<b>Max Marks</b>
<b>a.</b>	<b>No. of offices</b>	
i)	One office in Main City (Karachi/Lahore/Islamabad)	3
ii)	Additional weightage 0.5 mark for each office in other provinces. Up to max of 2 marks.	2
<b>Sub Total(a)</b>		<b>5</b>
<b>b.</b>	<b>Number of workshops &amp; warehouse (To be visited &amp; verified by the evaluation committee)</b>	<b>Max Marks</b>
i)	One workshop in Main City (Karachi/Lahore/Islamabad)	1
	One warehouse in Main City (Karachi/Lahore/Islamabad)	1
ii)	Additional weightage One mark for each workshop/warehouse in other cities than above Up to max of 3 marks	3
<b>Sub Total(b)</b>		<b>5</b>
<b>c.</b>	<b>Experience of the firm</b>	
i	Less than five years	0
ii	Minimum Five years	10
iii	Additional weightage 1 mark for additional one year experience over five years up to max of 5 marks.	5
<b>Sub Total(c)</b>		<b>15</b>
<b>d.</b>	<b>Manpower strength:</b>	

i	Each permanent member of staff (having 14 years of education) carries 1 mark, up to maximum of 3 marks.	3
ii	Additional 2 marks may be awarded based on relevant experience and skill mix, such as: <ul style="list-style-type: none"> <li>- 1 mark for each staff member with over 5 years of experience in logistics roles.</li> <li>- 1 mark for staff holding specialized certifications or training relevant to logistics operations, safety, or handling of sensitive cargo.</li> </ul>	2
<b>Sub Total(d)</b>		<b>5</b>

**Sub Criteria – A-Lot-1B(Imported Cargo)**

<b>A</b>	<b>Experience of Firm</b>	<b>Max Marks</b>
<b>a.</b>	<b>No. of offices</b>	
i)	One office in Karachi	3
ii)	Additional weightage 0.5 mark for each office in other provinces. Up to max of 2 marks.	2
<b>Sub Total(a)</b>		<b>5</b>
<b>b.</b>	<b>Number of workshops &amp; warehouse (To be visited &amp; verified by the evaluation committee)</b>	<b>Max Marks</b>
i)	One workshop in Karachi	1
	One warehouse in Karachi	1
ii)	Additional weightage One mark for each workshop/warehouse in other cities than above up to max of 3 marks	3
<b>Sub Total(b)</b>		<b>5</b>
<b>c.</b>	<b>Experience of the firm</b>	
i	Less than five years	0
ii	Minimum Five years	10
iii	Additional weightage 1 mark for additional one year experience over five years up to max of 5 marks.	5
<b>Sub Total(c)</b>		<b>15</b>
<b>d.</b>	<b>Manpower strength:</b>	
i	Each permanent member of staff (having 14 years of education) carries 1 mark, up to maximum of 3 marks.	3
ii	Additional 2 marks may be awarded based on relevant experience and skill mix, such as: <ul style="list-style-type: none"> <li>- 1 mark for each staff member with over 5 years of experience in logistics roles.</li> <li>- 1 mark for staff holding specialized certifications or training relevant to logistics operations, safety, or handling of sensitive cargo.</li> </ul>	2
<b>Sub Total(d)</b>		<b>5</b>

**B. Evaluation of Equipment**

Sr. No.	Type of Vehicle	Maximum Marks
a	40 Feet Flat Bed Trailers (FBT)	15
b	20 Feet Flat Bed Trailer (FBT)	10
c	Low bed/semi low bed/extended low bed	05
d	MHE i.e. Cranes (capacity of 10 to 20 Metric Tons) and fork lifter (Capacity up to 5 ton), shovel loaders etc.	05
e	Wall mounted / half body/ high wall vehicles / Trucks	05
<b>TOTAL</b>		<b>40</b>

**Sub-Criteria - B****a) 40 Feet Flat Bed Trailers (FBT)**

Minimum requirement is 15 no. 40 Feet FBT in company's name or on lease.

Sr. No.	Description	Marks for Flat Bed trailers in the name of company /director/partner	Marks for Flat Bed trailer on lease (70% of owned marks)
i)	Less than 15 (40 FBT)	0	0
ii)	For 15 (FBT)	10	7
iii)	Additional 1 mark for each Additional FBT up to Max. 5	5	3.5
<b>Sub Total (a)</b>		<b>15</b>	<b>10.5</b>

**b) 20 Feet Flat Bed Trailers (FBT)**

Minimum requirement is 15 no. 20 Feet FBT in company's name or on lease.

Sr No	Requirement	Marks for LBT in the name of company /director/partner	Marks for LBT on lease (70% of owned marks)
i)	Less than 15 (20 FBT).	0	0
ii)	For 15 FBT	5	3.5
iii)	Additional 1 mark for each Additional FBT up to Max. 5	5	3.5
<b>Sub-Total(b)</b>		<b>10</b>	<b>7</b>

**c) Low bed/semi low bed/extended low bed trailer**

Minimum requirement is 2 No. trailer in company's name or on lease.

Sr No	Description	Marks for trailer in the name of company /director/partner	Marks for trailer on lease(70% of owned marks)
i)	Less than 02 trailer.	0	0

ii)	For 02 trailer	2	1.40
iii)	Additional 1 mark for 1 additional trailer up to max 3 mark	3	2.1
<b>Sub-Total(c)</b>		<b>5</b>	<b>3.5</b>

**d) Material Handling Equipment (MHE) i.e. Cranes, Fork Lifter etc**

Minimum requirement is 2 No. Cranes (capacity of 10 to 20 Metric Tons) and 2 No. Forklifts (Capacity up to 5 ton) in company's name or on lease.

Sr No	Description	Marks for Cranes in the name of company /director/partner	Marks for Cranes on lease (70% of owned marks)
i)	Less than two cranes	0	0
ii)	Two cranes (capacity of 10 to 20 Metric Tons) carry one mark.	1	0.7
iii)	Additional weightage: 0.5 mark for 1 additional crane of similar or higher capacity up to max of 1 mark	1	0.7
iv)	Less than two fork lifters	0	0
v)	For two fork lifters (Capacity up to 5 ton) carry one mark.	1	0.7
vi)	Additional weightage: 0.5 mark for 1 additional forklift of similar or higher capacity	1	0.7
vii)	Less than one shovel loader	0	0
viii)	For one shovel loader	1	0.7
<b>Sub-Total(d)</b>		<b>5</b>	<b>3.5</b>

**e) Wall mounted / half body/ high wall vehicles / trucks:**

Minimum requirement is 2 No. trucks / wall mounted half body/ high wall vehicles in company's name or on lease.

Sr No	Description	Marks for Cranes in the name of company/ director/partner	Marks for Cranes on lease (70% of owned marks)
i)	Less than 02 wall mounted / half body/ high wall vehicles/trucks	0	0
ii)	For 02 wall mounted / half body/ high wall vehicles/truck	2	1.4
iii)	Additional weightage: 1 mark for 1 additional wall mounted / half body/ high wall vehicles/truck upto maximum on 3 marks	3	2.1
<b>Sub-Total(e)</b>		<b>5</b>	<b>3.5</b>

**Note:**

- i) All equipment, including trailers, cranes, trucks, and forklifts, must be either registered or leased in the name of the firm/company or in the name of its partners or directors.
- ii) In the case of leased vehicles or equipment, such leases shall only be executed through banks or leasing institutions duly approved by the State Bank of Pakistan. Unregistered leases or arrangements from private individuals or **unregistered third parties' arrangements shall not be accepted.**
- iii) Original registration books of vehicles, cranes, lifters will also be checked by Evaluation committee during physical verification of workshop. Low-bed trailers must be physically available at the site for verification during inspection. In the absence of such verification, no marks shall be awarded against low-bed trailers in the evaluation process.
- iv) All vehicles owned or leased by the company shall remain readily available to meet NGC's transportation requirements as and when required.

**C) Evaluation of Financial Health**

Turn over average & working capital of last 3 years (i.e. **Financial Year 2022-23, 2023-24, 2024-25**)

Sr. No.	Description	Marks
i)	Less than PKR.50 million Average Annual Turnover	0
ii)	For PKR.50 million Average Annual Turnover	10
iii)	Additional 1 mark for each increase of turnover of PKR 5 million above PKR 50 million up to maximum of 5 marks	5
	Less than PKR. 25 million working capital	0
	For PKR. 25 million working capital	

		3
	Additional 1 mark for each increase of working capital of PKR 2 million above PKR 25 million up to maximum of 2 marks	2
<b>Total</b>		<b>20</b>

#### D) Evaluation of HSE (Health, Safety, and Environment)

Sr. No.	Description		Marks
1	HSE Policy	Availability of a documented HSE Policy approved by top management, covering occupational safety, risk management, emergency response, and environmental protection.	2
2	Training of Staff in HSE	<ul style="list-style-type: none"> <li>• Each staff member holding a recognized HSE certification (e.g., NEBOSH/OSHA or equivalent) – 0.5 mark for each up to <b>maximum 2 marks</b></li> <li>• Evidence of periodic HSE training sessions conducted during the last 3 years – 1 mark for each training session up to <b>maximum of 3 marks</b></li> </ul>	5
3	Adherence to HSE Best Practices at Workplace	Demonstrated implementation of HSE best practices including PPE usage, safe handling procedures, vehicle/equipment safety, incident reporting, and corrective actions, supported through records or audits.	1
4	Regulatory Compliance & Valid Licenses	Availability of valid statutory licenses, permits, and safety-related compliance certificates, as applicable. Each license/certificate carries 0.5 mark up to <b>maximum 2 marks</b>	2
<b>Total</b>			<b>10</b>

## **Section IV - Application Forms**

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## 1. Application Submission Letter

Date: *[insert day, month, and year]*  
IFP-No. and title: *[insert IFP number and title]*

To: *[insert full name of Procuring Agency]*

We, the undersigned, apply to be prequalified for the referenced IFP and declare that:

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with Instructions to **Applicants (ITA) 6:** *[insert the number and issuing date of each addendum]*.
- (b) **No conflict of interest:** We have no conflict of interest in accordance with **ITA 3.4.**
- (c) **Eligibility:** We (and our subcontractors) meet the eligibility requirements as stated **ITA 3;** we have not been suspended by the Procuring Agency based on execution of a Bid/**Bid Securing Declaration (attached as Form-9 in Section-IV)** in accordance with **ITA 3;**
- (d) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution];*
- (e) **Not bound to accept:** We understand that you may cancel the Prequalification process at any time without incurring any liability to the Applicants, in accordance with **ITA 21.** Only Logistics Partners or contractors who have been pre-qualified shall be entitled to participate further in the procurement proceedings
- (f) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed: *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name: *[insert full name of person signing the Application]*

In the capacity of: *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: *[insert full name of the Applicant]*

Address: *[insert street number/town or city/country address]*

Dated: *[insert date the document is signed i.e. day number] day of [insert month], [insert year]*

## 2. Form ELI -1.1

### Applicant Information Form

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Applicant's name <i>[insert full name]</i>
Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> 3. List of Staff with qualification

## Form ELI -1.1 (continued)

### Applicant Information Form

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Applicant's name			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number - 1:			
5. Telephone Number - 2:			
6. E-mail Address:			
7. Web Site:			
8. Contact Name:			
9. Contact Title:			
10. Type of Business:			
11. If Other, specify:			
12. Nature of Business:			
13. Year Established:			
14. Dates, Numbers, and Expiration Dates of Current Licenses and Permits (if any):			
15. Current registration with relevant authorities information (if any):			

### 3. Form FIN – 3.1

## Financial Situation and Performance

*[The following table shall be filled in for the Applicant]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

#### 1. Financial data

Type of Financial information in (currency)	Historic information for last three years, (amount in PKR)		
	Year 1	Year 2	Year 3
<b>Statement of Financial Position (Information from Balance Sheet)</b>			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
<b>Working Capital (WC)</b>			
<b>Information from Income Statement</b>			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
<b>Cash Flow Information</b>			
Cash Flow from Operating Activities			

#### 3. Financial documents

The Applicant shall provide copies of financial statements for last three (03) years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant and not an affiliated entity (such as parent company or group member).
- (b) be independently audited in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

- Attached are copies of audited financial statements<sup>1</sup> for the last three (03) years required above; and complying with the requirements.
- Attached are copies of Income Tax Assessment Orders for the last three (03) years required above; and complying with the requirements.

<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

## 4. Form-FIN - 3.2

### Average Annual Turnover (Annual Sales Value)

*[The following table shall be filled in for the Applicant]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>Annual turnover data</b>	
<b>Year</b>	<b>Amount</b> <b>PKR (in millions)</b>
<b>2022-23</b>	<i>[insert amount in millions]</i>
<b>2023-24</b>	
<b>2024-25</b>	
<b>Average Annual Turnover *</b>	

\* Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements.

## 5. Form-EXP-1

### Experience of the Firm

*[The following table shall be filled in for the Applicant]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>LIST OF WORKS / CONTRACT DURING THE LAST FIVE (05) YEARS</b>						
S/NO.	Name/No. of Contract(s) with Date of Award	Detail of project Scope of work	Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]	Value/Cost of Existing / Outstanding Contracts (PKR)	Estimated Completion Date (YEAR)	Average monthly invoices over the last six months (PKR/mon.)

## 6. Form-PER 1

### Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[The following table shall be filled in for the Applicant]*

Applicant’s Name: *[insert full name]*

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<input type="checkbox"/> Not debarred due to deviation from commitment of Bid Securing Declaration- <input type="checkbox"/> Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (PKR)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements as indicated below:			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount PKR

<i>[insert year]</i>	<i>[insert amount]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]                  Name of Procuring Agency: <i>[insert full name]</i>                  Address of Procuring Agency: <i>[insert street/city/country]</i>                  Matter in dispute: <i>[indicate main issues in dispute]</i>                  Party who initiated the dispute: <i>[indicate “Procuring Agency” or “Logistics Partner”]</i></p> <p style="text-align: center;">Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<p><input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements</p> <p><input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements as indicated below.</p>			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), PKR Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]                  Name of Procuring Agency: <i>[insert full name]</i>                  Address of Procuring Agency: <i>[insert street/city/country]</i>                  Matter in dispute: <i>[indicate main issues in dispute]</i>                  Party who initiated the dispute: <i>[indicate “Procuring Agency” or “Logistics Partner”]</i>                  Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i></p>	<i>[insert amount]</i>

## 7. Form – EQP-I

### Equipment Details (Vehicle Details)

*[The following table shall be filled in for the Applicant]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>List of company's owned/lease 20ft flatbed vehicles</b>							
S.NO	VEHICLE TYPE (Flat Bed/Low Bed)	Vehicle	MAKE & MODEL	YEAR	OWNERSHIP STATUS	CAPACITY OF BEARING LOAD (Weight)	SPECIFICATI ONS
		Registra tion No		MANUFACTURE	OWNED/LEASED		
<b>List of company's owned/lease 40 ft flatbed vehicles</b>							
S.NO	VEHICLE TYPE (Flat Bed/Low Bed)	Vehicle	MAKE & MODEL	YEAR	OWNERSHIP STATUS	CAPACITY OF BEARING LOAD (Weight)	SPECIFICATI ONS
		Registra tion No		MANUFACTURE	OWNED/LEASED		
<b>List of company's owned/lease low bed/semi low bed/extended low bed vehicles</b>							
S.NO	VEHICLE TYPE (Flat Bed/Low Bed)	Vehicle	MAKE & MODEL	YEAR	OWNERSHIP STATUS	CAPACITY OF BEARING LOAD (Weight)	SPECIFICATI ONS
		Registra tion No		MANUFACTURE	OWNED/LEASED		
<b>List of company's owned/lease low Wall mounted / half body/ high wall vehicles / Trucks</b>							
S.NO	VEHICLE TYPE (Flat Bed/Low Bed)	Vehicle	MAKE & MODEL	YEAR	OWNERSHIP STATUS	CAPACITY OF BEARING LOAD (Weight)	SPECIFICATI ONS
		Registra tion No		MANUFACTURE	OWNED/LEASED		

Attached are copies of registration books against the above list of vehicles.

## 8. Form – EQP-II

Equipment Details (MHEs Details)

*[The following table shall be filled in for the Applicant]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>List of company owned/lease MHEs</b>						
<b>Cranes (capacity of 10 to 20 Metric Tons) / Fork lifter (Capacity up to 5 ton) / Shovel Loader</b>						
S.NO	CRANE /Fork Lifter/Shovel Loaders (Name)	MAKE & MODEL	YEAR	OWNERSHIP STATUS	CAPACITY OF BEARING LOAD (Weight)	SPECIFICATIONS
			MANUFACTURE	OWNED/LEASED		

- Attached are copies of registration books against the above list of material handling equipment (MHE) including cranes, lifters, shovel loaders etc.

## 9. Bid Securing Declaration

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

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

Application No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if we fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, or if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our applications during the process of prequalification.
- (b) having been notified of the acceptance of our Application by the Procuring Agency during the stand still period, (i) failure to sign the Agreement if required by Procuring Agency to do so or (ii) fail or refuse to comply with any other condition precedent to signing the Agreement specified in the Prequalification Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Applicant, upon the earlier of (i) our receipt of your notification to us of the name of the successful Applicant; or (ii) twenty-eight (28) days after the expiration of our Application.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

a) \_\_\_\_\_, \_\_\_\_\_ Dated on \_\_\_\_\_ day of  
 \_\_\_\_\_ *[insert date of signing]*  
 Corporate Seal (where appropriate)

**10.FORM-PGD-1****PERFORMANCE GUARANTEE DECLARATION**

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

**Framework Agreement Reference No.: [insert reference number]**

**Contract Title / Scope of Work: [Lot-1A/1B]  
Dated: [insert date of signing the declaration]**

To: *[insert complete name of Procuring Agency]*

We understand that, according to the conditions, the Application must be supported by the submission of a Performance Guarantee / Performance Security as required under the Framework Agreement, in accordance with the terms and conditions specified.

We, [Name of Logistic Partner ], hereby certify that:

- The Performance Guarantee shall be provided in the form of a Bank Guarantee issued by a Scheduled Bank in Pakistan, in the amount and for the validity period as required under each Call-off Contract issued under the Framework Agreement.
- The Performance Guarantee shall be submitted prior to the signing of each Call-off Contract issued under the above Framework Agreement.
- The Performance Guarantee shall be invoked or forfeited by National Grid Company of Pakistan Limited (NGC) in case of non-performance, delay, or breach of any contractual obligation.

We acknowledge and accept full responsibility for timely submission of the Performance Guarantee for each Call-off Contract issued under the Framework Agreement **in accordance with the terms and conditions specified in the contract.**

**Signed:** [insert signature of person whose name and capacity are shown]

**In the capacity of:** [insert legal capacity of person signing the Performance Guarantee Declaration]

**Name:** [insert complete name of person signing the Declaration]

**Duly authorized to sign the Declaration for and on behalf of:** [insert complete name of Bidder]

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

**Corporate Seal (where appropriate)**

## Section V – Summary of scope of Supply/Work

Scope of Work:	<p><b>LOT-I-A:</b></p> <p>Prequalification of Logistic partner for hiring services of transportation, loading, unloading and stacking of <b>locally available NGC’s machinery, equipment, and materials</b> between NGC’s warehouses, project sites, grids, local factories and any other destination within Pakistan by road on suitable and roadworthy vehicles deployed by contractor at its discretion, ensuring compliance with the National Highway Authority (NHA) Axle Load Limits enforced under the National Highway Safety Ordinance, 2000 and subsequent NHA regulations.</p> <p><b>LOT-I-B:</b></p> <p>Prequalification of logistic partner for hiring services for transportation, loading, unloading and stacking of <b>imported consignments</b> from seaports, dry ports, or airports of Pakistan to warehouses, project sites, grids, and any other destination across Pakistan by road on suitable and roadworthy vehicles deployed by contractor at its discretion, ensuring compliance with the National Highway Authority (NHA) Axle Load Limits enforced under the National Highway Safety Ordinance, 2000 and subsequent NHA regulations.</p>
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## **Section VI – Schedule of Requirements**

### **A. Activity Schedule against Scope of work (Lot-1A)**

[Please refer to Section XI: Draft Work Order and Contract Agreement of the Pre-Qualification Documents, specifically Draft Contract Agreement (Lot-1A), Clause-1 titled '**Functions and Duties**', for detailed provisions.]

### **B. Activity Schedule against Scope of work (Lot-1B)**

[Please refer to Section XI: Draft Work Order and Contract Agreement of the Pre-Qualification Documents, specifically Draft Contract Agreement (Lot-1B), Clause-1 titled '**Functions and Duties**', for detailed provisions.]

## **Section VII - Concluding Open Framework Agreement**

- A) Draft Open Framework Agreement
- B) Open Framework Agreement General Provisions (OFAGP)
- C) Open Framework Agreement Specific Provisions (OFASP)
- D) Appendix to OFAGP:
  - Appendix-I:** Appendix-I: Integrity Pact (to be attached)
  - Appendix-II:** Performance Evaluation Form
  - Appendix-III:** NGC Blacklisting Policy

**A-Draft Framework Agreement (NGC 2026 – 29)**  
**(To be signed with Prequalified Logistics**  
**Partner/Firms/Contractors)**  
**Open Framework Agreement**

This Framework Agreement No. \_\_\_\_\_ is made for the provision of *Transportation, Loading, Unloading and Stacking Services for Machinery and Material under Lot-1A (Local) / Lot-1B (Imported Cargo)* on this \_\_\_\_\_ day of \_\_\_\_\_ 2026,

between:

**National Grid Company (NGC)**, a public-sector entity constituted under the laws of Pakistan, having its principal office at \_\_\_\_\_ (hereinafter referred to as “the Procuring Agency”), and

**[Name of Logistics Partner]**, a firm incorporated under the laws of Pakistan and having its principal place of business at [Logistics Partner address] (hereinafter referred to as “the Logistics Partner”).

This Framework Agreement is subject to the provisions described in the section listed below and any amendments made thereto. It constitutes a standing offer by the Logistics Partner to provide the above-mentioned services to NGC during its term through Call-off Contracts executed under PPRA Rule 16-A.

**Sections:**

- **B:** Open Framework Agreement General Provisions (OFAGP)
- **C:** Open Framework Agreement Specific Provisions (OFASP)
- **D:** Appendix to OFAGP

**IN WITNESS WHEREOF**, the parties hereto have executed this Framework Agreement in accordance with the laws of Pakistan on the date first written above.

**For and on behalf of the Procuring Agency**

**Signature:**

\_\_\_\_\_

**Full Name:**

\_\_\_\_\_

**Designation:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Witness:**

\_\_\_\_\_

**For and on behalf of the Logistics Partner**

**Signature:**

\_\_\_\_\_

**Full Name:**

\_\_\_\_\_

**Designation:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Witness:**

\_\_\_\_\_

## B- Open Framework Agreement General Provisions (OFAGP)

<p><b>1. Definitions:</b></p>	<p>a) “Approved Rate” means the rate mutually agreed in each Call-off Contract between NGC and the Logistics Partner.</p> <p>b) “Business Day” means any official working day of NGC, excluding public holidays.</p> <p>c) “Call-off Contract” means a separate, legally binding contract issued under this Open Framework Agreement to procure specific services of transportation and handling jobs / deliverables. Each Call-Off contract shall specify the scope of services, duration, pricing (Approved Rate), and other relevant terms, and shall be governed by the provisions of this Open Framework Agreement. Call-Off Contracts may be issued for routine, planned, one-off, or emergency service requirements, and the Approved Rate agreed for a Call-Off shall apply only to that Call-Off unless otherwise mutually agreed in writing.</p> <p>d) “Commencement Date” means the date this Framework Agreement is signed by both parties.</p> <p>e) “Contract Price” means the amount payable to the Logistics Partner under a Call-off Contract at the approved rate.</p> <p>f) “Day” means calendar day.</p> <p>g) “In Writing” means any written communication including email or messages through the SAP E-Tendering or EPADS system maintained by NGC.</p> <p>h) “Secondary Procurement” means the process of selecting Logistics Partners and awarding Call-off Contracts under this Framework Agreement.</p> <p>i) “Single-User Framework Agreement” means this Agreement executed solely for NGC as the Procuring Agency.</p> <p>j) “Logistics Partner” means a firm that has executed this Framework Agreement to provide transportation and associated handling services to NGC from time to time.</p> <p>k) “Term” means the period of three (03) years from the Commencement Date, including any permitted extension.</p>
<p><b>2. Framework Agreement Documents</b></p>	<p>2.1 This Framework Agreement shall be read in its entirety, and all documents incorporated by reference shall form an essential / integral part of it.</p> <p>2.2 The Agreement comprises of the documents specified in the FA</p>

	<b>Specific Provisions</b> and their subsequent amendments.
<b>3. Logistics Partner's Obligations</b>	<p>3.1 The Logistics Partner shall provide transportation, loading, unloading, and stacking services for NGC's material and machinery as outlined in <b>Lot-1A (Local) and Lot-1B (Imported)</b> in accordance with the terms of this Agreement.</p> <p>3.2 The Logistics Partner shall remain eligible and qualified as per the criteria set in Primary Procurement (pre-qualification) and notify the procuring agency in writing if it ceases to qualify.</p> <p>3.3 Each Call-off Contract will define the scope, quantities, locations, and rates approved for that assignment.</p> <p>3.4 The Logistics Partner shall ensure that transportation equipment and staff conform to NGC's safety and regulatory standards.</p> <p>3.5 The Logistics Partner agrees that the General and Special Conditions shall apply to each job under this Agreement.</p>
<b>4. Continued Qualification and Eligibility</b>	<p>4.1 The Logistics Partner shall maintain valid registration with Income Tax and Sales Tax Authorities and be listed on the Active Taxpayer List of FBR.</p> <p>4.2 The Logistics Partner shall not be blacklisted or suspended under PPRA Rules.</p> <p>4.3 NGC may require evidence of continued eligibility at any time during the Term.</p>
<b>5. Term</b>	<p>5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the <b>FA Specific Provisions</b>.</p> <p>5.2 Where permitted in the <b>FA Specific Provisions</b>, the Term may be extended (subject to the condition that the total duration of the framework agreement <b>shall not exceed three years</b>), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Logistic partner. To extend the Term, the Procuring Agency <b>shall give the Logistic Partner no less than three (3) months' notice</b>, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.</p>
<b>6. Representatives</b>	The representatives for each party, who shall be the primary

	point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the <b>FA Specific Provisions</b> . Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.
<b>7. Role of Procuring Agency</b>	The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.
<b>8. Contract Price</b>	The Contract Price for each Call-off Contract, shall be determined as specified in the <b>FA Specific Provisions</b>
<b>9. Performance Security / Guarantee</b>	Upon award of each Call-off Contract, the Logistics Partner shall submit a Performance Security as specified in the <b>OFASP</b> in the form of a bank guarantee from a Scheduled Bank of Pakistan, valid until completion of the contractual obligations.
<b>10. Language</b>	<p>10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Logistic Partner, shall be written in the language specified in the <b>FA Specific Provisions</b>. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.</p> <p>10.2. The Logistic Partner shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<b>11. Notices</b>	11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the <b>FA Specific Provisions</b> . A notice shall be effective when delivered, or on the notice's effective date, whichever is later.
<b>12. Fraud and Corruption</b>	12.1 The Procuring Agency requires the logistic partner to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary

	<p>or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
<p><b>13. Records, Inspections and Audit</b></p>	<p>The Logistic Partner shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.</p>
<p><b>14. Confidential Information</b></p>	<p>14.1 The Procuring Agency and the Logistic Partner shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.</p> <p>14.2. The obligation of a party under <b>OFAGP 14. 1.</b> above, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>a) now, or in future, enters the public domain through no fault of that party</li> <li>b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party</li> </ul> <p>otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p>
<p><b>15. Governing Law</b></p>	<p>15.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with the applicable State Laws, unless otherwise specified in the <b>FA Specific Provisions</b>, or the Special Conditions of Contract as set out in any Call-off Contract.</p>
<p><b>16. Change to the Framework Agreement</b></p>	<p>16.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the <b>total duration of the framework agreement shall not exceed three year</b>), must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.</p>
<p><b>17. Termination of the Framework Agreement</b></p>	<p>17.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by writing to the Logistic Partner, if:</p> <ul style="list-style-type: none"> <li>a) in the judgement of the Procuring Agency, the Logistic Partner has engaged in Fraud and Corruption, or</li> </ul>

	<p>b) during the Term of the Framework Agreement, the Logistic Partner ceases to be qualified or eligible as per <b>OFAGP 4.</b> or</p> <p>c) the Logistic Partner purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or</p> <p>d) the Logistic Partner becomes bankrupt or otherwise insolvent.</p> <p>17.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Logistic Partner, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency’s convenience, the extent to which the performance of the Logistic Partner under the Framework Agreement is terminated, and the date upon which such termination becomes effective.</p>
<p><b>18. Consequences of Expiry or Termination</b></p>	<p>Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated</p>
<p><b>19. Dispute Resolution (Relating to Open Framework Agreement)</b></p>	<p>19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.</p> <p>19.2. Where parties have exhausted the process described in OFAGP 19.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator’s/mediator’s decision is to be final and binding.</p>
<p><b>20. Dispute Resolution (Relating to Call-off Contracts)</b></p>	<p>20.1 The Procuring Agency and the Logistic Partner for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>20.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then</p>

either the Procuring Agency or the Logistic Partner may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

20.3 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Agency shall pay the Logistic Partner any monies due the Logistic Partner.

## C- Open Framework Agreement Specific Provisions (OFASP)

The following Framework Agreement Specific Provisions supplement and/or amend the Open Framework Agreement General Provisions (OFAGP). Wherever there is any conflict, the provisions of this Section B shall prevail.

<b>OFAGP Reference / Topic</b>	<b>Open Framework Agreement Specific Provision – NGC 2026–29</b>
<b>OFAGP 1.1 (a) and (c) Definition / Scope of Services</b>	This Agreement relates to the provision of <b>Transportation, Loading, Unloading and Stacking Services for Machinery and Material</b> under Lot-1A (Local Cargo within Pakistan) and Lot-1B (Imported Cargo from Karachi Port to Designated Grids and Warehouses). No procurement of Goods is covered under this Agreement.
<b>OFAGP 1.1 (n) Single/Multi-User Definition</b>	This is a <b>Single-User Framework Agreement</b> . The sole Procuring Agency is <b>National Grid Company (NGC)</b> .
<b>OFAGP 2.2 Framework Agreement Documents</b>	This Open Framework Agreement comprises: (a) this signed Framework Agreement including Sections B and C and D Integrity Pact; (b) Notice of Conclusion of Framework Agreement; (c) Bid Securing Declaration submitted under Primary Procurement; (d) Call-off Contract templates and associated Schedules.
<b>OFAGP 4 – Eligibility</b>	Eligible Logistics Partners are those duly registered with FBR for Income and Sales Tax, appearing on ATL, and holding at least five (05) experiences in transportation and handling services. Firms from sanctioned or blacklisted entities are ineligible.
<b>OFAGP 5.1 – Term</b>	5.1 The Agreement shall commence on <b>[Insert Date]</b> and shall co-terminate for all admitted firms, without exception, on <b>[Insert Expiry Date - e.g., 3 years later]</b>
<b>OFAGP 5.2 – Extension</b>	NGC may extend the Term for <b>up to the maximum allowed duration of three years</b> only under PPRA Rules, based on satisfactory performance evaluations.
<b>OFAGP 6.1 – Representatives of Parties</b>	<b>NGC Representative:</b> Manager (Custom Clearance & Logistics), National Grid Company, Karachi. <b>Logistics Partner Representative:</b> Authorized Signatory of the Logistics Partner firm as nominated in writing. All communications shall be exchanged in writing as well as through emails of authorized persons.
<b>OFAGP 7 – Role of Procuring Agency</b>	NGC shall manage the Agreement through its Manager (Custom Clearance & Logistics) and related offices. Call-off Contracts shall be initiated via limited tendering inquiry

<p><b>OFAGP 8.1 – Contract Price</b></p>	<p>The Contract Price for each Call-off Contract shall be the determined through secondary procurement method(s) / limited inquiry.</p> <p>The Contract Price /Price of Individual work order will be determined through limited competition (<b>least cost basis</b>) between firms who have signed Agreement with procuring agency.</p> <p>Price adjustments shall be considered only if specified in individual Call-off Contract</p>
<p><b>OFAGP 9- Performance Security</b></p>	<p>The Logistics Partner shall furnish the Performance Security after award of contract amounting to <b>PKR 5,000,000 (Rupees Five Million only) in the form of two separate Bank Guarantees of PKR 2,500,000 each, in favor of the Manager (CC&amp;L), NGC</b>, submitted by the Logistic Partner, shall remain enforceable throughout the contract period and may be extended, if required, in case of contract extension or pending settlements. <b>Or 10% of the value of the cargo as specified by the Employer at the time of call of contract.</b></p>
<p><b>OFAGP 10.1 – Language</b></p>	<p>10.1. The language of the Agreement and all Call-off Contracts is <b>English</b>.</p> <p>10.2. Supporting records and invoices may be in Urdu or English, but English shall prevail.</p>
<p><b>OFAGP 11 – Notices</b></p>	<p>All official correspondence shall be addressed to the <b>NGC Manager (Custom Clearance &amp; Logistics)</b> email /registered mail at the official address of NGC, Karachi.</p>
<p><b>OFAGP 12 – Fraud &amp; Corruption</b></p>	<p>12.1 The Logistics Partner shall disclose any commission or fee paid to agents or any third party related to this procurement process. Any violation shall constitute grounds for termination and blacklisting.</p> <p>In addition to PPRA Rule 2(f), any Logistics Partner found involved in fraud, misrepresentation or collusion shall be immediately blacklisted and the Performance Security forfeited.</p>
<p><b>OFAGP 13 – Records &amp; Audit</b></p>	<p>13.1 The Logistics Partner shall maintain transportation assignments, invoices, vehicle movement records, weighment slips, and EIR acknowledgements for five (5) years after contract completion. Audit rights extend to the Client; it’s internal audit &amp; Govt. Audit functions.</p>
<p><b>OFAGP 14 – Confidentiality</b></p>	<p>Both parties shall keep confidential any documents or information obtained through this Agreement, except as required by law or regulation.</p>

	<p>All tender data, route plans, and shipment information shall be treated as confidential and shall not be shared with any third party without NGC’s written authorization.</p>
<p><b>OFAGP 15 – Governing Law &amp; Jurisdiction</b></p>	<p>15.1 This Agreement and all Call-off Contracts shall be governed by the Laws of Pakistan.</p> <p>The exclusive jurisdiction shall be the <b>Courts at Karachi.</b></p>
<p><b>OFAGP 17- Termination of the Framework Agreement</b></p>	<p>17.1 NGC may terminate this Agreement immediately if the Logistics Partner is found engaged in fraud or corruption, ceases to be eligible, or becomes insolvent.</p> <p>17.2 To avoid any inconvenience, NGC may also terminate this Agreement by written notice to all Logistics Partners who have signed this Agreement. The notice shall specify the scope and extent of such termination and the effective date thereof, following which NGC may initiate fresh procurement/tendering.”</p> <p>17.3 In addition, The Client reserves the right to exclude the Service Provider from the pre-qualified list/Terminate the Agreement on grounds including, but not limited to,</p> <ul style="list-style-type: none"> <li>i) receiving three materially adverse performance reports as per performance management mechanism (Appendix-II to FA);ii) Non-performance of a Call-Off Contract,</li> <li>ii) demonstrating a lack of interest by failing to submit quotations on three consecutive or five total occasions within Agreement period.</li> <li>v) iii) being listed on PPRA's debarment list; or upon the Service Provider's written request</li> </ul> <p>NGC reserves the right to terminate the Agreement or any Call-off Contract for default, poor performance or misconduct with <b>14-day notice.</b></p>
<p><b>OFAGP 18- Consequence of expiry or termination</b></p>	<p>18.1 Termination of this Agreement shall not affect the validity of any Call-Off Contracts issued prior to the date of termination. Such Call-Off Contracts shall continue to be performed and completed in accordance with their respective terms.</p> <p>No new Call-Off Contracts shall be issued by the Procuring Agency after the termination of this Agreement.</p>
<p><b>OFAGP 19. Dispute Resolution (Relating to Open Framework Agreement)</b></p>	<p><b>19.1 Amicable Resolution:</b> The Parties shall use their best efforts to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement amicably through good faith negotiations.</p> <p><b>19.2 Mediation:</b> If a dispute cannot be resolved through</p>

	<p>negotiations within [30] days, the Parties may jointly refer the matter to an Independent Mediator mutually agreed upon for a settlement or resolution within 30 days. The costs of mediation or adjudication shall be borne equally by the Parties.</p> <p><b>19.3 Governing Law &amp; Jurisdiction</b></p> <p>This Agreement shall be governed by and construed in accordance with the laws of Pakistan. Subject to clause 19.1 and 19.2, the Parties submit to the exclusive jurisdiction of the courts of <b>Karachi, Pakistan</b></p>
<p><b>OFAGP 20.</b> <b>Dispute Resolution</b> <b>(Relating to Call-off Contracts)</b></p>	<p><b>20.1 Amicable Negotiations:</b> Any dispute, controversy, or claim arising under this Agreement or any subsequent Call-Off Contract shall, in the first instance, be resolved through good faith negotiations between the Parties.</p> <p><b>20.2 Referral to GM (P&amp;CM)</b> If a dispute remains unresolved through negotiations <b>after twenty-eight (28)</b> days, the claiming Party may refer the matter to the General Manager (Planning &amp; Contracts Management) [GM (P&amp;CM)]. The GM (P&amp;CM) shall issue a written determination within fifteen (15) days of receipt of such referral.</p> <p>The determination of the GM (P&amp;CM) shall be binding on the Parties and implemented notwithstanding any disagreement or ongoing dispute in connection with the same issue(s).</p> <p>If the aggrieved Party does not issue a notice of dissatisfaction within fifteen (15) days from the date of the GM’s determination, the decision shall be deemed <b>final, conclusive, and accepted</b> by both Parties.</p> <p><b>20.3 Arbitration</b> If the aggrieved Party is not satisfied with the decision of the GM (P&amp;CM) under clause 20.2, it may refer to the dispute to arbitration in accordance with the <b>Arbitration Act 1940</b> and rules made thereunder.</p> <p><b>Venue of Arbitration</b></p> <p>The seat and venue of Arbitration shall be <b>Karachi, Pakistan</b>.</p> <p>The parties will appoint a single arbitrator and decision of the same shall be <b>final, conclusive, and binding</b> on both Parties, and the Parties agree to comply with the award without delay.</p> <p><b>Continuity of Services</b></p> <p>The Parties acknowledge that the mere existence of a dispute shall <b>not constitute grounds for suspension, stoppage, or slowdown of services</b>, which shall continue to be performed in accordance with the contractual requirements and instructions issued by NGC.</p>

<p><b>OFSP 21 Performance Evaluation</b></p>	<p>Logistics Partner performance will be evaluated quarterly as per Performa attached at Section-D (Appendix-II of this FA) based on key parameters such as timeliness, vehicle condition, safety compliance, and documentation accuracy. Logistics Partners failing to maintain minimum evaluation scores may be off-boarded from future Call-offs.</p>
<p><b>OFASP 22 – Amendments</b></p>	<p>Any amendment shall be executed through a written addendum signed by both parties and approved by NGC’s competent authority as per PPRA guidelines.</p>
<p><b>OFASP 23- Non-Exclusivity (Additional provision)</b></p>	<p>This Agreement is <b>non-exclusive</b>. Accordingly, the Procuring Agency may, at its sole discretion and subject to applicable PPRA Rules, procure logistics services from other eligible service providers who are <b>not Agreement Logistics Partners</b>.</p> <p>Th circumstances under which such procurement may be done include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) Where an Agreement Logistics Partner is unavailable to perform the required services;</li> <li>(b) Where an Agreement Logistics Partner is unable to perform the services within the stipulated timeframe or in accordance with the required safety and performance standards;</li> <li>(c) In urgent or emergency situations, where immediate procurement is necessary in the public interest; or</li> <li>(d) Any other circumstances determined at the sole discretion of the Procuring Agency.</li> </ul>
<p><b>OFASP 24– E-Procurement Platform (Additional Provision)</b></p>	<p>If required by NGC at any future instant, the parties agree to utilize the E-tendering channels introduced by NGC including but not limited to PPRA EPADs system and/or NGC’s SAP/ERP Platform.</p>

## **D-Appendix to Section A- OFAGP**

### **Appendix-I: Integrity Pact**

[Attached at Section-XI- Secondary Procurement Forms – Form-2]

## Appendix-II: Performance Evaluation Form

(To be maintained by the O/o Manager (CC&L), NGC for each Work Order worth **0.5 million and above**)

### 1. EVALUATION CRITERIA

Sr. No.	Evaluation Parameter	Weightage (%)	Score (1-5)
1	<b>Timeliness of Lifting and Delivery</b> — Adherence to approved work order schedule, lifting targets, and transit time.	25	
2	<b>Communication and Coordination</b> — Timely sharing of lifting progress, vehicle movement updates, and responsiveness to instructions.	15	
3	<b>Compliance with Documentation</b> — Submission of complete work order-wise documents (bilties challans, acknowledgements, EIRs, invoices, etc.) within stipulated timelines.	15	
4	<b>Safety and Handling of Material</b> — Proper loading/unloading, lashing, and avoidance of damage, loss, or mishandling.	25	
5	<b>Responsiveness and Conduct</b> — Cooperation with NGC staff, adherence to instructions, and problem-resolution attitude.	10	
6	<b>Timely Submission of Invoices</b> — Accuracy and punctuality of invoice submission after delivery completion.	10	
<b>Total</b>		<b>100%</b>	

### 2. SCORING GRID / METHODOLOGY

Evaluation Category	Marks Range (%)	Assigned Score	Remarks
Unsatisfactory	0 – 20	1	
Needs Improvement in Some Areas	21 – 40	2	
Satisfactory with Minor Improvements Required	41 – 60	3	
At Par – Meets All Requirements	61 – 80	4	
Exceptional – Exceeds Requirements / Expectations	81 – 100	5	

### 3. OVERALL PERFORMANCE CALCULATION

**Formula:**

Weighted Score = (Sum of [Score × Weightage]) / 100

**Performance Rating Scale:**

<b>Weighted Score Range</b>	<b>Performance Category</b>	<b>Action / Implication</b>
4.50 – 5.00	Exceptional	Eligible for priority in future call-offs / extensions.
3.50 – 4.49	At Par / Satisfactory	Eligible for continuation without conditions.
2.50 – 3.49	Needs Improvement ♦	May require review or warning notice.
Below 2.50	Unsatisfactory	May lead to exclusion from next call-off or blacklisting for entire tenure of Agreement

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### 4. EVALUATION COMMITTEE

<b>Name / Designation</b>	<b>Signature</b>	<b>Date</b>
Manager (CC&L) Office		
Deputy Manager (Technical)		
DM(CA) / Accounts Representative		

**Note:** The evaluation will serve as the basis for extension, future tender inquiries, or exclusion from the Agreement.

## **Appendix-III: NGC Blacklisting Policy**

**(Attached separately)**

**Part-2: Secondary Procurement: Call of Order/ Tender Inquiry Process**



## **Section-VII: SECONDARY PROCUREMENT NOTICE /INVITATION FOR CALL-OFF CONTRACTS**

### **1. Secondary Procurement method(s)**

The Secondary Procurement method(s) that apply to the selection of a Logistics Partner for the award of a Call-off Contract under this Agreement is mentioned below:

The Procuring Agency will prepare a Request for Quotation (RFQ)/Tender Inquiry document as per Performa attached in Section-VIII for its needs **(either on periodic or consignment basis on sole discretion of the procuring agency)** and invite all eligible Logistics Partners holding a Agreement that includes the Scope of Work of services to be procured under the Call-off contract, to submit competitive quotations. Notwithstanding the non-exclusivity provisions of the Agreement, such secondary procurement/call-off Contracts will be initiated as per needs/requirements of NGC with mechanism/period of such Contracts decided on sole discretion of NGC. However, for visibility of the potential Logistics Partners, a general mechanism for secondary procurement will be as under:

- i) In case of NGC's requirements under Lot-I -A (Inland transportation of locally available equipment/machinery (general cargo)), the secondary procurement will generally be carried out on consignment basis; or
- ii) In case of NGC's requirements under Lot-I -B (Inland transportation of imported machinery and equipment (general cargo)), the secondary procurement Contracts/Call-Off Contracts will generally be secured (preferably) for a 12 months period (or any other period deemed reasonable by procuring agency) as per Tender Inquiry form under Section-VIII. However, this shall not restrict the procuring agency from calling in the quotations/secondary procurement process on consignment basis in case of multiple consignments or volumetric considerations.

Note: The signing of Agreement does not guarantee the procurement NGC future requirements solely through this framework. NGC retains the right to secure the aforesaid services through any procurement methods under PPRA rules other than instant Agreement based on its requirements & on its sole discretion.

Subsequent to evaluation of the quotations, the Call-off Contract will be formed when "the Procuring Agency issues the Work Order to the successful Logistics Partner."

***Under the Limited Inquiry method, the Procuring Agency may initiate a competitive process in emergencies or specific cases by inviting a minimum of three eligible Logistics Partners holding an Agreement to submit written quotations based on requirements provided through a brief Request for Quotation (RFQ). Partners will be asked to quote for the defined scope, schedule, loading/unloading points, cargo details, and any additional operational needs.***

### **2. Communicating the award of Call-off Contract**

The Procuring Agency shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of selection based on:

- a) competitive quotations (through mini-competition)
- b) Tender Inquiry through E-Procurement Module
- c) Limited Inquiry

to all Logistics Partners invited to submit quotations. The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

- a. the name and address of the successful Logistics Partner
- b. the scope of work of service to be rendered
- c. the contract price

### **3. Complaint**

*PPRA regulations will be applicable for resolution of any procurement related complaints/grievances.*

**Section-VIII: Call of Order /Tender Inquiry**  
**[To be issued to PREQUALIFIED FIRMS Only]**

1. This form is not applicable to the instant pre-qualification process. The pre-qualified Applicants/firms (who have entered into Agreement with NGC) shall be required to quote their rates in Pak Rupees (PKR) on a per-ton-per-kilometer (Rs./Ton/Km) basis, **excluding applicable Provincial Sales Tax, and inclusive of loading, transportation, unloading, stacking, and all statutory charges such as tolls and NHA fees.**
2. The general structure of quotations for different categories of transportation will be as under:
3. **Lot-1-A: Inland Transportation within Pakistan (Local Material Movement)**

3.1. **Scope:**

Transportation of machinery, equipment, and materials **including Break-Bulk, Non-Containerized, and LCL (Less than Container Load) Cargo containing packages of any shape, size or weight** between NGC warehouses, project sites, and local factories within Pakistan. The Contractor shall deploy suitable and roadworthy vehicles at its discretion, ensuring compliance with the National Highway Authority (NHA) Axle Load Limits enforced under the National Highway Safety Ordinance, 2000 and subsequent NHA regulations. NGC shall not prescribe vehicle types; selection and compliance shall rest solely with the Contractor. Rates must be quoted accordingly.

[NGC will specify tentative quantum of the required works with a clear disclaimer that the quantum can vary/change]

3.2. **Transportation Rate (Rs. /Ton/Km):**

Rates shall be quoted considering National Highway Authority (NHA) Axle Load Limits as enforced under the National Highway Safety Ordinance, 2000 and the NHA notification dated 22 May 2019 inclusive of loading, transportation to destination and unloading and stacking of material on kilometer basis covering all statutory and logistic charges such as toll tax and NHA charges **except applicable Provincial Sales Tax.**

<b>Distance Slab (km)</b>	<b>Quoted Rate (Rs./Ton/Km)</b>
0-400 km	
401 to 800 km	
Beyond 800 km	

**Notes:**

- a) The quoted rates will remain valid for a period of bid validity i.e. **[insert no of days e.g: 90 days]**.
- b) All machinery and material-handling equipment (such as cranes, shovel loader, or fork lifters) required for loading, unloading, and stacking shall be arranged by the contractor at their own cost. No separate payment shall be made for these services, and all such expenses are deemed included in the quoted rates.

- c) Metric Ton means 1000 K G by weight or 1- Cubic meter by measurement whichever is higher.
- d) Minimum payment of **10 Metric ton** will be allowed for the consignments of weight/volume less than 10 Metric ton.

**3.3. Rate of vehicle detention Charges (Rs./day/Vehicle)**

<b>Truck (14') &amp; (20') / wall mounted / half body/ high wall vehicles</b>	<b>Flat Bed (20')</b>	<b>Flat Bed (40')</b>	<b>Low Bed / Extended Low Bed / Semi Low Bed</b>
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**Note:**

- a) Bidders shall quote vehicle detention charges (Rs./day/vehicle) separately for each vehicle category.
- b) These charges shall apply **only in cases of verified delay at the consignee's end**, duly endorsed by the consignee and the Manager (CC&L), NGC.
- c) No detention shall be payable for delays attributable to the transporter, or Exceptional Event conditions.

**4. Lot-1-B: Inland Transportation of Imported Machinery and Equipment**

**4.1. Scope:**

Transportation of **imported machinery, equipment, and materials, including Break-Bulk, Non-Containerized, and LCL Cargo containing packages of any size or weight**, from respective Sea Ports / Dry Ports / Air Ports of Pakistan to NGC Warehouses, Grid Stations, and Project Sites across Pakistan. The Contractor shall ensure compliance with the National Highway Authority (NHA) Axle Load Limits as enforced under the National Highway Safety Ordinance, 2000 and the NHA notification dated 22 May 2019, which defines maximum permissible axle loads for different vehicle configurations. Vehicle selection, routing, and compliance are the Contractor's responsibility, and rates must be quoted accordingly.

**4.2. Transportation Rate (Rs./Ton/Km):**

Rates shall be quoted considering National Highway Authority (NHA) Axle Load Limits as enforced under the National Highway Safety Ordinance, 2000 and the NHA notification dated 22 May 2019 inclusive of loading, transportation to destination and unloading and stacking of material on kilometer basis covering all statutory and logistic charges such as toll tax and NHA charges except applicable Provincial Sales Tax.

**4.2.1. Break-Bulk / Non-Containerized / LCL Cargo**

<b>Distance Slab (Km)</b>	<b>Quoted Rate (Rs./Ton/Km)</b>
0 – 600 Km	
Beyond 600 Km	

**4.2.2. Containerized Cargo**

<b>Distance Slab (Km)</b>	<b>Quoted Rate (Rs./Ton/Km)</b>

0 – 600 Km	
Beyond 600 Km	

**Notes:**

1. The quoted rates will remain valid for a period of bid validity i.e. **[insert no of days e.g: 90 days]**.
2. The rates shall be quoted **inclusive of loading at Port, transportation to destination and unloading and stacking of material at site** on kilometer basis covering all statutory and logistic charges such as toll tax and NHA charges except applicable Provincial Sales Tax.
3. **Distances and empty container return journeys** will be measured from the place of loading to the place of unloading verified through the Work Order issued by Manager (CC&L), NGC Karachi.
4. Separate rates must be quoted for Break-Bulk / Non-Containerized / LCL and Containerized Cargo.
5. All machinery and material-handling equipment (such as cranes, lifters, or forklifts) required for loading, unloading, and stacking shall be arranged by the contractor at their own cost. No separate payment shall be made for these services, and all such expenses are deemed included in the quoted rates.
6. Metric Ton means 1000 K G by weight or 1- Cubic meter by measurement whichever is higher.
7. Minimum payment of **10 Metric ton** will be allowed for the consignments of weight/volume less than 10 Metric ton.

**4.3. Rate of vehicle detention Charges (Rs./day/Vehicle)**

<b>Truck (14') &amp; (20')</b>	<b>Flat Bed (20')</b>	<b>Flat Bed (40')</b>	<b>Low Bed / Extended Low Bed / Semi Low Bed / wall mounted / half body/ high wall vehicles</b>
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**Note:**

- a) Bidders shall quote vehicle detention charges (Rs./day/vehicle) separately for each vehicle category.
- b) These charges shall apply **only in cases of verified delay at the consignee's end**, duly endorsed by the consignee and the Manager (CC&L), NGC.
- c) No detention shall be payable for delays attributable to the transporter, port congestion, or Exceptional Event conditions.

**5. Fuel Inflation Adjustment** [NGC will insert this clause considering the duration of the contract if required]

In case of increase/decrease in the fuel prices the contractor will be allowed fuel inflation adjustment in the rates as per following formula: -

$$\text{Revised rate} = \text{base rate} + \left\{ \frac{(\text{present fuel rate} - \text{previous fuel rate})}{\text{previous fuel rate}} \right\} \times (\text{base rate} \times 0.6)$$

- a. 60% of the quoted / agreed rate (being fuel cost component shall be adjusted upward/downward for increase/decrease in fuel price.
- b. The rate of fuels on the contract awarding date shall be taken as reference price on the basis of Bid opening rates. Base rate will be that as determined by OGRA.
- c. No fuel adjustment will be considered for increase/decrease in fuel price up to 10%.
- d. The escalation will be calculated by taking into account the fuel rate at the time and date for lifting of the consignment intimated by Manager (CC&L), NGCL, Karachi.

- e. After the office of Manager (CC&L), NGCL, Karachi has issued a letter to the contractor mentioning therein specific time and date for lifting the consignment from Port, any increase in fuel price declared after the said time and date will not be considered for that particular consignment.
- f. The revised rates will become base rates for next inflation.

## Section-IX- Evaluation Criteria and Award of Contract

- a) Evaluation shall primarily be based on the *lowest evaluated rate (Rs. /Ton/Km)* in both categories i.e. containerized and non-containerized cargo for the relevant distance slab in accordance with the Agreement.
- b) The contract will be awarded to the firm(s) quoting *lowest rates* in both categories, i.e. containerized and non-containerized cargo *in each distance slab*. In case *lowest rates in each slab are quoted by two separate firms, two separate contracts would be signed* by NGC against each distance slab.
- c) If the bidder quoting the lowest transportation rate in a distance slab also quotes *detention rates higher-than-market*, NGC reserves the right to apply *the lowest detention rates quoted by any other bidder* in the same competition for payment purposes. This adjustment will be made only for payment calculation and shall not affect the bidder's qualification as lowest evaluated for the slab.
- d) In case two or more bidders have offered **equal/ identical prices**, the procuring agency shall provide the opportunity to bidders to submit revised bids on the same day, however the same shall not be higher than price offered earlier. The same shall be recorded/read financial bids shall then be evaluated in accordance with the evaluation criteria herein. In case of further tie up in prices/average lowest rates, the same shall be settled based on the higher technical/qualification score of the firms in Primary Procurement Methods/pre-qualification.
- e) The contractor shall ensure all necessary safety measures during loading, unloading, and transportation. Rates shall be inclusive of such compliance costs.

◆  
**Section-X-DRAFT WORK ORDER AND CONTRACT AGREEMENT(s)**

**[DRAFT WORK ORDER to be issued to Successful Logistic Partner for each activity after Award of Call of Contract]**

**WORK ORDER/CALL-OFF  
AWARD FOR**

M/S [Insert Successful Logistic Partner Name]

**SUBJECT:** \_\_\_\_\_

Pursuant to your proposal/bid dated \_\_\_\_\_ in respect of the subject matter, we are hereby pleased to place the work order with the terms and conditions stated in the draft contract agreement and strictly in accordance with the ToRs issued by this office dated \_\_\_\_\_. Any deviations/discrepancies w.r.t the TORs/Terms and Conditions mentioned in Call for [Limited Inquiry/Quotation/Tender] shall be considered withdrawn accordingly.

You are also hereby advised to arrange and place the vehicles for transportation of material as per below mentioned details as per schedule agreed in the contract agreement / TOR on the given date.

<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>CBM (m<sup>3</sup>)</b>	<b>DESTINATION (BY ROAD)</b>	<b>RATES /METRIC TON/KM in RS.</b>
			<b><u>FROM:</u></b> -----  <b><u>TO:</u></b>  ----- =====	

**D/A: Copy of supporting documents including Packing list is attached**

**MANAGER (CC&L)  
NGC KARACHI**

# [DRAFT CONTRACT AGREEMENT against Scope of work (Lot-1A)]

[To be drafted /provided for each Call-Off Contract/Secondary Procurement Process]

This agreement is entered into on this \_\_\_ day of \_\_\_\_\_ (month), 2026.

Between

**NATIONAL GRID COMPANY OF PAKISTAN LIMITED**

And

M/S \_\_\_\_\_

## 1. FUNCTIONS AND DUTIES

The functions and duties of the appointed Logistics Partner / Carriage Contractor will be as follows:

- i. The Carriage Contractor (“Contractor”) shall be responsible for *Transportation, loading, unloading, stacking, handling and safe delivery of materials* as per work orders issued by the Manager (CC&L), NGC, Karachi of locally available machinery, equipment, and materials between NGC warehouses, project sites, grid station, local factories and any other location within Pakistan.
- ii. The Contractor shall deploy suitable and roadworthy vehicles at its discretion, ensuring compliance with the National Highway Authority (NHA) Axle Load Limits enforced under the National Highway Safety Ordinance, 2000 and subsequent NHA regulations. NGC shall not prescribe vehicle types; selection and compliance shall rest solely with the Contractor. Rates must be quoted accordingly.
- iii. The Contractor shall arrange suitable vehicles, material handling equipment (MHE) such as cranes, shovel loader, fork lifter and any other handling equipment as required for safe loading and unloading. Each assignment may consist of *packages of varying size/dimensions or weight and need not necessarily be a full truckload*.
- iv. The Contractor shall collect all necessary dispatch documents from the office of the Manager (CC&L) and ensure their possession before commencement of movement. After loading, the consignment shall remain at the risk and responsibility of the Contractor until delivered to the consignee in sound condition.
- v. In case of unpacked, improperly packed, or deteriorated material requiring additional safety measures or containerization, a “Joint Site Survey Committee” comprising representatives from (i) **the concerned NGC Department**, (ii) **Office of the Manager (CC&L)** shall inspect the material and evaluate its handling and packing condition. The Committee shall recommend the most suitable mode of transportation such as specialized or containerized vehicles considering cargo safety, route limitations, and handling requirements. Based on the Committee’s report, the **Convener of the committee i.e. Manager (CC&L)** shall issue

the corresponding Work Order at applicable special-handling rates (if required), authorizing transportation under the approved contractual terms.

- vi. Manager (CC&L) office under exceptional cases only reserves the right to allow low-bed, semi-low-bed or extended low-bed trailers, rates shall be applicable at **twice the containerized cargo rate** for over dimensional non-containerized general cargo / specialized containers (open top/Flat rack) having dimensions **exceeding measurement (12.19 m (Length) × 2.5 m (Width) × 2.9 m (Height))**. The applicability of such special rates shall be determined after physical examination and assessment by the **Site Visit Committee** after recording the reasons and justification in writing and formally approved by the Manager (CC&L), NGC. **Unauthorized use of low-bed vehicles without fulfilling above formalities will not be entertained for payment.**
- vii. Any objection or deviation request from the Contractor after issuance of a work order shall be made in writing and may be accepted only upon approval of the Manager (CC&L).
- viii. The Contractor shall maintain regular coordination with the Manager (CC&L) for dispatch instructions and with the concerned NGC offices for delivery acknowledgements. Updates on vehicle movement and lifting progress shall be shared daily through email or other approved means. During transit, the Contractor shall keep the consignor/consignee informed of the consignment's location and status at intervals not exceeding eight (08) hours to ensure operational flexibility at the destination.
- ix. NGC reserves the right to divert the logistic partner / transporter from the originally assigned route or destination to any alternate route or location if operational exigencies so require. In such cases, transportation charges shall be adjusted in proportion to the increase or decrease in distance and corresponding journey time.
- x. The Contractor shall prioritize consignments strictly in accordance with the work orders issued by the Manager (CC&L). **Within the next working day** of issuance of work order, the Contractor shall submit a **lifting schedule** mentioning the *date of lifting, allocated vehicle and driver details* and **submit invoice for advance payment** (if required) as per contract terms and conditions.
- xi. The Contractor shall ensure timely placement of suitable vehicles in accordance with the lifting schedule and commence lifting **within three (03) working days** of work order issuance *unless otherwise approved in writing by Manager (CC&L)*.
- xii. In case of failure to provide vehicles or commence lifting within the stipulated time, NGC may arrange alternate transportation from other pre-qualified Logistics Partners (transporters) entered into the Agreement by initiating the secondary procurement method in the Section-III of Part-2 of bidding document, or by using any other procurement methods under PPRA Rules, at the Contractor's risk and cost. Any additional cost incurred shall be recovered from the Contractor's pending invoices or Performance Security. Such failure shall constitute sufficient grounds for blacklisting or termination of the Contract Agreement.

- xiii. The Contractor shall ensure lifting of at **least 500 metric tons / CBM per day** per consignee. Failure to achieve the required daily lifting target **without valid justification or prior approval** shall be treated as delay, and penalty charges shall be imposed in accordance with the applicable provisions of the contract.
- xiv. Distance for payment purposes shall be measured from the loading point to the unloading point, verified through gate-in/gate-out records, GPS data if available, or signed delivery challans.
- xv. Vehicles shall be scheduled to arrive at the destination during working days and official office hours. Any vehicle arriving after office hours shall be unloaded on the next working day. ***However, in exceptional circumstances, unloading may be permitted on public holidays or after hours upon the written request or confirmation of the ultimate consignee and with prior intimation to the Manager (CC&L).***
- xvi. The Contractor shall be responsible for the care, safety, and security of all materials from dispatch until final delivery and acceptance at site. Proper handling, lashing, covering, and protection against loss, damage, pilferage/theft, or Rain / Storm, fire and strikes /civil disturbance shall be ensured. Any loss or damage due to these causes or due to negligence of the contractor shall be borne and made good to NGC by the Contractor. Only trained, licensed, and medically fit personnel shall be engaged, and any accident or loss shall be immediately reported to the Manager (CC&L).
- xvii. NGC shall not be liable to pay any vehicle detention charges in the event of delays caused by natural disasters, including but not limited to floods, earthquakes, hurricanes, storms, landslides, political unrest, road closure due to strikes or other events beyond reasonable control. Vehicle Detention charges shall be payable by NGC **only** in cases where the delay occurs at consignee end. Such Detention must duly be verified through signed GRN/ Bilty entries indicating vehicle gate-in / gate-out times at the consignee's premises.
- xviii. In case of total or partial damage to goods during transit, the contractor shall be liable to compensate NGC in accordance with the Carrier's Liability provisions as determined by the insurance company. If the consignment is uninsured, compensation shall be made at the actual book value of the damaged material or as assessed by the ultimate consignee, whichever is higher.
- xix. The Contractor shall comply with all applicable motor vehicle, NHA axle-load, labour, safety, and environmental laws, ensuring that all route permits, insurance, and vehicle documents remain valid throughout the contract. Any penalties or fines arising from negligence or regulatory non-compliance shall be borne solely by the Contractor.
- xx. The Contractor shall maintain sufficient vehicles, manpower, and equipment to manage multiple assignments concurrently and ensure timely lifting of the required consignment volumes. *If additional vehicles or equipment are required, the Contractor may hire such resources from the market at its own risk and cost* to meet schedule requirements. Shortage of resources shall not be accepted as a justification for delay, partial performance, or non-compliance with work orders.

- xxi. The Contractor shall submit delivery challans, bilties, and unloading acknowledgements duly signed by authorized NGC representatives ***within seven (07) working days of delivery*** to facilitate processing of the remaining or full invoice. Incomplete, unsigned, or delayed documentation may result in withholding or deferment of payment until proper verification is received.
- xxii. The Contractor ensure timely delivery of materials to the consignee, calculated on the basis of **300 kilometers per day for flatbed trailers and 100 kilometers per day for low-bed trailers**, starting from the date of loading. Failure to meet the required delivery schedule without written justification acceptable to NGC shall be treated as a contractual breach and may result in damages, penalties or recovery in accordance with the contract terms and conditions.
- xxiii. The Contractor/Logistics Partner shall be asked to obtain and maintain Insurance of Goods. The coverage shall be for 110% of the full replacement value of the Goods, covering the Goods from the point of origin to the Final Destination. The insurance shall be arranged through National Insurance Company Limited (NICL), unless otherwise agreed in writing by NGC. NGC shall be named as the Loss Payee/Co-Beneficiary. The Contractor shall be responsible for all deductibles and [This will vary on case-to-case basis while taking into consideration separate insurance arrangements already in place by NGC (if any) and requisite insurance shall be ascertained on case-to-case basis at the time of issuance of Work Order]
- xxiv. The Manager (CC&L) shall maintain performance records for each logistic partner / transporter covering *timeliness, documentation and responsiveness as per Performance Evaluation Form* as per **Appendix-II to FA.**

## 2. TRANSPORTATION RATE (Rs. /Ton/Km):

Following rates shall be applicable for payment which include loading, transportation to destination and unloading and stacking of material on kilometer basis covering all statutory and logistic charges such as toll tax and NHA charges **except applicable Provincial Sales Tax.**

Distance Slab (km)	Quoted Rate (Rs./Ton/Km)
0-400 km	
401 to 800 km	
Beyond 800 km	

### Notes:

- The quoted rates will remain valid for **duration of this Call off Contract.**
- Distances and empty container return journeys** will be measured from the place of loading to the place of unloading verified through the Work Order issued by Manager (CC&L), NGC Karachi.
- All machinery and material-handling equipment (such as cranes, lifters, or forklifts) required for loading, unloading, and stacking shall be arranged by the contractor at their own cost.

No separate payment shall be made for these services, and all such expenses are deemed included in the quoted rates.

- d) Metric Ton means 1000 K G by weight or 1- Cubic meter by measurement whichever is higher.
- e) Minimum payment of **10 Metric ton** will be allowed for the consignments of weight/volume less than 10 Metric ton.

**2.1. Rate of vehicle detention Charges (Rs./day/Vehicle)**

Truck (14') & (20')	Flat Bed (20')	Flat Bed (40')	Low Bed / Extended Low Bed / Semi Low Bed
Rs. _____	Rs. _____	Rs. _____	Rs. _____

**Note:**

- i. Bidders shall quote vehicle detention charges (Rs./day/vehicle) separately for each vehicle category.
- ii. These charges shall apply **only in cases of verified delay at the consignee’s end**, duly endorsed by the consignee and the Manager (CC&L), NGC.
- iii. No detention shall be payable for delays attributable to the transporter, or Exceptional Event conditions as defined in below clause 9.2 below.

**3. FUEL INFLATION ADJUSTMENT**

If *required/applicable (generally for assignments exceeding \_01\_ months validity)*, the price adjustment formula will be as under: -

*[In case of increase/decrease in the fuel prices the contractor will be allowed fuel inflation adjustment in the rates as per following formula: -*

$$\text{Revised rate} = \text{base rate} + \{[(\text{present fuel rate} - \text{previous fuel rate}) / \text{previous fuel rate}] \times (\text{base rate} \times 0.6)\}$$

- a. 60% of the quoted / agreed rate (being fuel cost component shall be adjusted upward/downward for increase/decrease in fuel price.
- b. The rate of fuels on the contract awarding date shall be taken as reference price on the basis of Bid opening rates. Base rate will be that as determined by OGRA.
- c. No fuel adjustment will be considered for increase/decrease in fuel price up to 10%.
- d. The escalation will be calculated by taking into account the fuel rate at the time and date for lifting of the consignment intimated by Manager (CC&L), NGCL, Karachi.
- e. After the office of Manager (CC&L), NGCL, Karachi has issued a letter to the contractor mentioning therein specific time and date for lifting the consignment from Port, any increase in fuel price declared after the said time and date will not be considered for that particular consignment.
- f. The revised rates will become base rates for next inflation.]

**4. PAYMENT TERMS**

- 4.1. An advance payment of twenty-five (25%) shall be released by the Manager (CC&L), NGC Karachi, within **05 working days** of submission of correct advance bill invoice by the Contractor.
- 4.2. The remaining seventy-five percent (75%) shall be released **within 28 working days** of submission of the

following documents:

- a. Goods Received Note (GRN) / Bilty duly acknowledged by NGC's authorized representative at the ultimate consignee site, confirming receipt of material in good condition.
  - b. Sales Tax Invoice; and
  - c. Any additional documents required for verification of delivery, clearance, or completion.
  - d. Any recoverable amount related to damage, loss, theft, or mishandling during loading, transit, unloading, or stacking as notified by the ultimate consignee shall be deducted from the Contractor's payable amounts.
- 4.3. All invoices must be supported by the corresponding work order, lifting schedule, delivery challans, and other relevant documents.
- 4.4. Any advance payment made shall be adjusted against verified and approved invoices in accordance with contract terms.
- 4.5. NGC reserves the right to deduct or adjust the value of any loss, damage, or other recoverable costs, as notified by the ultimate consignee, even after payment for a particular work order has been released. Such deductions shall be made from the Contractor's subsequent or outstanding payments in accordance with the contract terms and conditions.

## 5. PERFORMANCE SECURITY

- 5.1. The Performance Security amounting to **PKR [ Insert amount ]** in the form of two separate Bank Guarantees of **PKR [ Insert amount ]** each, in favor of the Manager (CC&L), NGC, submitted by the Contractor, shall remain enforceable throughout the contract period and may be extended, if required, in case of contract extension or pending settlements.
- 5.2. The first Bank Guarantee shall remain valid for twelve (12) months, and the second for eighteen (18) months from the date of contract signing.
- 5.3. Fifty percent (50%) of the Performance Security shall be released upon successful completion of the contract period, and the remaining fifty percent (50%) after settlement of all dues, claims, or recoveries under the contract.
- 5.4. Failure of the Contractor to discharge its contractual obligations, or to perform any of the services in accordance with the terms and conditions of this Agreement, shall constitute sufficient grounds for forfeiture of the Performance Security either in part or in full as determined by NGC. Such failure may also lead to termination of the contract and recovery of any losses or damage sustained by NGC.
- 5.5. The Manager (CC&L) shall maintain performance records for each logistic partner/transporter covering *timeliness, documentation and responsiveness as per Performance Evaluation Form* under the Agreement.

## 6. Penalties and Damages

- 6.1. For delays not justified by NGC or Exceptional Event, delay damages of **zero-point-five percent (0.5%) per day of the invoice value, up to a maximum of ten percent (10%)**, may be deducted except in case where the delay occurred due to circumstances beyond control of the Contractor duly supported by documentary evidence.
- 6.2. Three (3) recorded penalties or warnings may render the Contractor ineligible for future participation in the tender inquiries or temporarily blacklisting for six (06) months.

## 7. DURATION OF CONTRACT

This Agreement shall remain valid for a period of **[insert duration of contract] commencing from [insert**

date of effectiveness till date of expiry], and may be extended for a similar or shorter duration on the same rates, terms, and conditions, subject to mutual consent, satisfactory performance as per the prescribed performance evaluation criteria, and approval of the competent authority.

## 8. CANCELLATION OF CONTRACT/WORK ORDER

- 8.1. The contract/work order may be cancelled with a written notice by Manager (CC&L) if the Logistics Partner/Contractor fails to discharge any of its contractual obligations including timely and satisfactory completion of works to the satisfaction of the Manager (CC&L), NGCL, Karachi.
- 8.2. Upon termination, NGC may invoke the Performance Security and recover any additional expenses incurred in arranging alternate transportation at the Contractor's risk and cost.
- 8.3. The Contract could be cancelled without notice if the Contractor has committed any offence or act of omission or commission, which tantamount to fraud or misappropriation of NGCL's property. NGCL reserves the right to take any other legal action in this regard if deemed necessary.

## 9. EXCEPTIONAL EVENTS

- 9.1. The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delay or failure in performance results from an Exceptional Event.
- 9.2. "Exceptional Event" means an event beyond the Contractor's control, unforeseeable and unavoidable, not due to negligence or lack of care. Such events may include, but are not limited to, acts of the Employer in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 9.3. In case of an Exceptional Event, the Contractor shall promptly notify the Employer in writing of the condition and its cause. Unless otherwise directed by the Employer, the Contractor shall continue performance as far as practicable and seek all reasonable alternative means for fulfilment not prevented by the Exceptional Event.

For and on behalf of

**The National Grid Company (NGC) of Pakistan Limited**

Witness

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

Name:  
Title  
CNIC

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

Name:  
Title:  
CNIC  
Seal

For and on behalf of

**M/s: \_\_\_\_\_**

Witness

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

-  
Name:  
Title  
CNIC

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

Name:  
Title:  
CNIC  
Seal

# DRAFT CONTRACT AGREEMENT against Scope of work (Lot-1B)

[To be drafted /provided for each Call-Off Contract/Secondary Procurement Process]

This agreement is entered into on this \_\_\_ day of \_\_\_\_\_ (month), 2026.

Between

**NATIONAL GRID COMPANY OF PAKISTAN LIMITED**

And

M/S \_\_\_\_\_

## 1. FUNCTIONS AND DUTIES

The functions and duties of the appointed Logistic Partner/ Carriage Contractor will be as follows:

- i) The Carriage Contractor (“Contractor”) shall be responsible for *Transportation, loading, unloading, stacking, handling and safe delivery of materials* as per work orders issued by the Manager (CC&L), NGC, Karachi of **imported equipment/material (General Cargo)** from Sea Ports, Dry Ports, or Airports in Pakistan to up-country destinations including NGC warehouses, project sites, grid station, and any other location within Pakistan.
- ii) The Contractor shall deploy suitable and roadworthy vehicles at its discretion, ensuring compliance with the National Highway Authority (NHA) Axle Load Limits enforced under the National Highway Safety Ordinance, 2000 and subsequent NHA regulations. NGC shall not prescribe vehicle types; selection and compliance shall rest solely with the Contractor.
- iii) The Contractor shall arrange suitable vehicles, material handling equipment (MHE) such as cranes, lifters, forklifts and any other handling equipment as required for safe loading and unloading. Each assignment may consist of containers or *packages of varying size/dimensions or weight and need not necessarily be a full truckload*. The Contractor shall ensure transportation of all such packages without undue delay.
- iv) The Contractor shall collect all necessary dispatch documents from the office of the Manager (CC&L) and ensure their possession before commencement of movement. After loading, the consignment shall remain at the risk and responsibility of the Contractor until delivered to the consignee in sound condition.
- v) The Contractor shall maintain regular coordination with the Manager (CC&L) for dispatch instructions and with the concerned NGC offices for delivery acknowledgements. Updates on vehicle movement and lifting progress shall be shared daily through email or other approved means. During

transit, the Contractor shall keep the consignor/consignee informed of the consignment's location and status at intervals not exceeding eight (08) hours to ensure operational flexibility at the destination.

- vi) NGC reserves the right to divert the transporter from the originally assigned route or destination to any alternate route or location if operational exigencies so require. In such cases, transportation charges shall be adjusted in proportion to the increase or decrease in distance and corresponding journey time.
- vii) The Contractor shall maintain close liaison with NGC's Clearing Agent and shipping line from whom the Contractor shall obtain delivery of equipment/material against proper acknowledgement.
- viii) The Contractor shall ensure timely placement of vehicles in accordance with the placement program issued by the clearing agent. **In case of failure to provide vehicles or commence lifting within the stipulated time, NGC may arrange alternate transportation from other pre-qualified transporters at the Contractor's risk and cost.** Any additional cost incurred shall be recovered from the Contractor's pending invoices or Performance Security. Repeated failure shall constitute sufficient grounds for blacklisting or termination of the Agreement.
- ix) Any loss or damage to imported cargo or its packing occurring within the Contractor's responsibility (from respective port to consignee store or project site) due to the negligence of the contractor or following causes shall be borne and made good to NGC by the Contractor: a) Pilferage / Theft    b) Rain / Storm    c) Fire    d) Strikes / Civil disturbance. The Contractor shall adopt adequate safety and security measures to safeguard goods against these risks. If any consignment is found to be short or damaged, the Contractor shall immediately notify the Manager (CC&L), NGC, Karachi and the Clearing Agent prior to lifting the consignment from port; otherwise, all consequences shall be borne by the Contractor.
- x) NGC shall not be liable to pay any vehicle detention charges in the event of delays caused by natural disasters, including but not limited to floods, earthquakes, hurricanes, storms, landslides, political unrest, road closure due to strikes or other events beyond reasonable control. Vehicle Detention charges shall be payable by NGC **only** in cases where the delay occurs at consignee end. Such Detention must duly be verified through signed GRN/ Bilty entries indicating vehicle gate-in / gate-out times at the consignee's premises.
- xi) The Contractor is responsible for lifting at least 1000 metric tons (in case of bulk cargo) and 2000 metric tons (in case of containerized cargo where consignment is more than 2000 metric tons) per day per consignee failing which demurrage charges so incurred will be Contractor's responsibility.-
- xii) In case of receipt of multiple consignments at port (with combined weightage of more than 2,000 metric Tons), *NGC reserves the right to initiate secondary procurement process/limited tendering to hire additional logistics partner to meet the logistics requirements and avoid/minimize demurrage/detention charges. However, the successful partner in this fresh procurement will be offered the same rates as the primary Logistics Partner.*
- xiii) The Contractor shall prioritize multiple consignments for the same destination in accordance with the approved Placement Program. The first assigned consignment shall be lifted first; where

two or more consignments are destined for the same location, lifting shall be proportioned to maintain balance. Containers with higher volume or weight shall be given priority to minimize demurrage and detention.

- xiv) The Contractor will arrange transportation of empty containers back to respective shipping yards as per requirement of shipping company. The Contractor will also be responsible for de-stuffing and stacking of the materials packed in containers. **40% payment on 40 ft and 20 ft containers** will be made to the Contractor (s) for the return journey.
- xv) Manager (CC&L) office under exceptional cases reserves the right to allow low-bed, semi-low-bed or extended low-bed trailers. The cargo rates in such exceptional cases shall be **twice the approved containerized cargo rate for non-containerized general cargo / specialized containers (open top/Flat rack) having dimensions exceeding measurement (12.19 m (L) × 2.5 m (W) × 2.9 m (H))**. These special cargo rates shall be applicable after a physical examination and assessment is conducted by the representative of Manager CCL and after the reasons and justification that are recorded in writing are formally approved by the Manager (CC&L), NGC. **Unauthorized use of low-bed vehicles without fulfilling above formalities will not be approved for payment.**
- xvi) In case the container weight of three axletandum (for twenty feet container) is exceeded as per the NISO-2000 load axle regime, special handling charges shall be applicable at the rate of **1.5 times the approved containerized cargo rate** for arranging extended axle flatbed vehicle, subject to prior approval of Manager CCL.
- xvii) Any objection or deviation request from the Contractor after issuance of a work order shall be made in writing and may be accepted only upon approval of the Manager (CC&L).
- xviii) Distance for payment purposes shall be measured from the loading point to the unloading point, verified through gate-in/gate-out records, GPS data if available, or signed delivery challans.
- xix) Vehicles shall be scheduled to arrive at the destination during working days and official office hours. Any vehicle arriving after office hours shall be unloaded on the next working day. *However, in exceptional circumstances, unloading may be permitted on public holidays or after hours upon the written request or confirmation of the ultimate consignee and with prior intimation to the Manager (CC&L).*
- xx) The Contractor shall be responsible for the care, safety, and security of all materials from dispatch until final delivery and acceptance at site. Proper handling, lashing, covering, and protection against loss, damage, theft, or weather shall be ensured. Only trained, licensed, and medically fit personnel shall be engaged, and any accident or loss shall be immediately reported to the Manager (CC&L).
- xxi) In case of total or partial damage to goods during transit, the contractor shall be liable to compensate NGC in accordance with the Carrier's Liability provisions as determined by the insurance company. If the consignment is uninsured, compensation shall be made at the actual book value of the damaged material or as assessed by the ultimate consignee, whichever is higher.
- xxii) The Contractor shall comply with all applicable motor vehicle, NHA axle-load, labour, safety, and environmental laws, ensuring that all route permits, insurance, and vehicle documents remain

valid throughout the contract. Any penalties or fines arising from negligence or regulatory non-compliance shall be borne solely by the Contractor.

- xxiii) The Contractor shall maintain sufficient vehicles, manpower, and equipment to manage multiple assignments concurrently and ensure timely lifting of the required consignment volumes. *If additional vehicles or equipment are required, the Contractor may hire such resources from the market at its own risk and cost to meet schedule requirements.* Shortage of resources shall not be accepted as a justification for delay, partial performance, or non-compliance with work orders.
- xxiv) The Contractor shall submit delivery challans, bilties, and unloading acknowledgements duly signed by authorized NGC representatives **within seven (07) working days of delivery** to facilitate processing of the remaining or full invoice. Incomplete, unsigned, or delayed documentation may result in withholding or deferment of payment until proper verification is received.
- xxv) The Contractor shall deliver the materials to the consignee within the journey time calculated at **300 kilometers per day for flatbed trailer and 100 kilometers per days for low-bed trailers** from the date of loading of materials. Failure to comply with this condition or justification **not accepted** by NGC would result in imposition of penalty & detention charges.
- xxvi) The Manager (CC&L) shall maintain performance records for each transporter covering *timeliness, documentation and responsiveness as per Performance Evaluation Form Appendix-II to FA*
- xxvii) In case of extreme urgency, the Manager (CC&L) may issue work orders on public holidays. If the Contractor fails to perform its duties under these work orders, related demurrage or detention shall be recovered from subsequent payments.
- xxviii) The Contractor shall submit the terminal Empty-IN and Import-OUT Equipment Interchange Receipts (EIRs) within **fourteen (14) working days** after unloading at the warehouse or project site to the Clearing Agent, with a copy to the Manager (CC&L), to facilitate timely refund of container security deposits.

## 2. TRANSPORTATION RATE (RS. /TON/KM):

The payment will be made on following rates including loading, transportation to destination and unloading and stacking of materials on kilometer basis covering all statutory and logistic charges such as toll tax and NHA charges except applicable Provincial Sales Tax.

### 2.1. Break-Bulk / Non-Containerized / LCL Cargo

Distance Slab (Km)	Quoted Rate (Rs./Ton/Km)
0 – 600 Km	
Beyond 600 Km	

## 2.2. Containerized Cargo

Distance Slab (Km)	Quoted Rate (Rs./Ton/Km)
0 – 600 Km	
Beyond 600 Km	

### Notes:

- Rates shall be quoted as region-wise **rates inclusive of loading at Port, transportation to destination and unloading and stacking of materials at site** on kilometer basis covering all statutory and logistic charges such as toll tax and NHA charges except applicable Provincial Sales Tax.
- Distances and empty container return journeys** will be measured from the place of loading to the place of unloading verified through the Work Order issued by Manager (CC&L), NGC Karachi.
- Separate rates must be quoted for Break-Bulk / Non-Containerized / LCL and Containerized Cargo.
- Rates shall remain valid for requisite period of completion of works as required in a Call-Off Contract under the Agreement (Rule 16-A, PPRA 2004).
- All machinery and material-handling equipment (such as cranes, lifters, or forklifts) required for loading, unloading, and stacking shall be arranged by the Contractor at its own cost. No separate payment shall be made for these services, and all such expenses are deemed included in the quoted rates.
- Metric Ton means 1000 K G by weight or 1- Cubic meter by measurement whichever is higher.
- Minimum payment of **10 Metric ton** will be allowed for the consignments of weight/volume less than 10 Metric ton.
- Km shall be calculated on basis of shortest available route from lifting site to the unloading site

## 2.3. Rate of vehicle detention Charges (Rs./day/Vehicle)

Truck (14') & (20')	Flat Bed (20')	Flat Bed (40')	Low Bed / Extended Low Bed / Semi Low Bed

### Note:

- Bidders shall quote vehicle detention charges (Rs./day/vehicle) separately for each vehicle category.
- These charges shall apply **only in cases of verified delay at the consignee's end**, duly endorsed by the consignee and the Manager (CC&L), NGC.
- No detention shall be payable for delays attributable to the transporter, port congestion, or Exceptional Event conditions as defined in below clause 9.2 below.

### 3. FUEL INFLATION ADJUSTMENT

In case of increase/decrease in the fuel prices the Contractor will be allowed fuel inflation adjustment in the rates as per the following formula:

$$\text{Revised rate} = \text{base rate} + \left\{ \left[ \frac{\text{present fuel rate} - \text{previous fuel rate}}{\text{previous fuel rate}} \right] \times (\text{base rate} \times 0.6) \right\}$$

- a. 60% of the quoted / agreed rate (being fuel cost component shall be adjusted upward/downward for increase/decrease in fuel price).
- b. The rate of fuels on the contract awarding date shall be taken as reference price on the basis of Bid opening rates. Base rate will be determined by OGRA.
- c. No fuel adjustment will be considered for increase/decrease in fuel price up to 10%.
- d. The escalation will be calculated by taking into account the fuel rate at the time and date for lifting of the consignment intimated by Manager (CC&L), NGCL, Karachi.
- e. After the office of Manager (CC&L), NGCL, Karachi has issued a letter to the Contractor mentioning therein specific time and date for lifting the consignment from Port, any increase in fuel price declared after the said time and date will not be considered for that particular consignment.
- f. The revised rates will become base rates for the next fuel inflation adjustment.

### 4. PAYMENT

- 4.1. An advance payment of twenty-five (25%) shall be released by the Manager (CC&L), NGC Karachi, within **05 working days** of submission of correct advance bill invoice by the Contractor.
- 4.2. The remaining seventy-five (75%) payment shall be released **within 28 working days** of submission of the following documents:
  - a. Goods Received Note (GRN) / Bilty duly acknowledged by NGC's authorized representative at the ultimate consignee site, confirming receipt of material in good condition.
  - b. Sales Tax Invoice; and
  - c. Any additional documents required for verification of delivery, clearance, or completion.

Note:

- i) In case of lifting of cargo from port on public/bank holidays, the transporter shall pay the port charges/demurrage charges (if any) in cash/cheque on behalf of consignee in order to take delivery of consignment which shall be reimbursed on submission of stamped/signed paid invoice of port.
- ii) All invoices must be supported by the corresponding work order, lifting schedule, delivery challans.
- iii) Any advance payment made shall be adjusted against verified and approved invoices in accordance with contract terms.
- iv) NGC reserves the right to deduct or adjust the value of any loss, damage, or other recoverable costs, as notified by the ultimate consignee, even after payment for a particular work order has been released. Such deductions shall be made from the Contractor's subsequent or outstanding payments in accordance with the contract terms and conditions.

### 5. PERFORMANCE SECURITY

- 5.1. The Performance Security amounting to **PKR [ Insert amount]** in the form of two separate Bank Guarantees of **PKR [ Insert amount]** each, in favour of the Manager (CC&L), NGC, submitted by the Contractor, shall remain enforceable throughout the contract period and may be extended, if required,

in case of contract extension or pending settlements.

- 5.2. The first Bank Guarantee shall remain valid for twelve (12) months, and the second for eighteen (18) months from the date of contract signing.
- 5.3. Failure of the Contractor to discharge its contractual obligations, or to perform any of the services in accordance with the terms and conditions of this Agreement, shall constitute sufficient grounds for forfeiture of the Performance Security either in part or in full as determined by NGC. Such failure may also lead to termination of the contract and recovery of any losses or damages sustained by NGC.
- 5.4. Fifty percent (50%) of the Performance Security shall be released upon successful completion of the contract period, and the remaining fifty percent (50%) after settlement of all dues, claims, or recoveries under the contract.

## 6. Penalties & Damages

- 6.1. For delays not justified by NGC or an Exceptional Event, damages/penalty of **zero-point-five percent (0.5%) per day of the invoice value, up to a maximum of ten percent (10%)**, may be deducted except in cases where the delay occurred due to circumstances beyond the control of the Contractor duly supported by documentary evidence.
- 6.2. Failure to submit EIRs within 14 working days shall make the Contractor liable for a penalty of **0.25% per week up to a maximum of five percent (5%) of the invoice value**.
- 6.3. Three (3) recorded penalties or warnings may render the Contractor ineligible for future participation in the tender inquiries or temporary blacklisting for one (01) year.
- 6.4. For containerized cargo, the Contractor shall return containers within the same journey time. Detention charges imposed by shipping lines for delay shall be deducted from the Contractor's bills.
- 6.5. The Contractor shall bear container cleaning / repair / maintenance charges levied by shipping companies, except where damages were recorded before loading.

## 7. DURATION OF CONTRACT

This Agreement shall remain valid for a period **[insert duration of contract] commencing from [insert date of effectiveness till date of expiry]**, and may be extended for a similar or shorter duration on the same rates, terms, and conditions, subject to mutual consent, satisfactory performance as per the prescribed performance evaluation criteria, and approval of the competent authority.

## 8. CANCELLATION OF CONTRACT/WORK ORDER

- 8.1. The work order may be cancelled with a written notice by Manager (CC&L) if the Contractor/Logistics Partner fails to discharge any of its contractual obligations including timely and satisfactory completion of works to the satisfaction of the Manager (CC&L), NGCL, Karachi.
- 8.2. Upon termination, NGC may invoke the Performance Security and recover any additional expenses incurred in arranging alternate transportation at the Contractor's risk and cost.
- 8.3. The Contract could be cancelled without notice if the Contractor has committed any offence or act of omission or commission, which tantamount to fraud or misappropriation of NGCL's property. NGCL reserves the right to take any other legal action in this regard if deemed necessary.

## 9. EXCEPTIONAL EVENTS

- 9.1. The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delay or failure in performance results from an Exceptional Event.
- 9.2. "Exceptional Event" means an event beyond the Contractor's control, unforeseeable and unavoidable, not due to negligence or lack of care. Such events may include, but are not limited to, acts of the Employer in its sovereign capacity, wars, revolutions, fires, floods, epidemics,

quarantine restrictions, and freight embargoes.

9.3. In case of an Exceptional Event, the Contractor shall promptly notify the Employer in writing of the condition and its cause. Unless otherwise directed by the Employer, the Contractor shall continue performance as far as practicable and seek all reasonable alternative means for fulfilment not prevented by the Exceptional event.

For and on behalf of

**The National Grid Company (NGC) of Pakistan Limited**

Witness

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

Name:

Title

CNIC

Signature:

Name:

Title:

CNIC

Seal

For and on behalf of

**M/s: \_\_\_\_\_**

Witness

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

Name:

Title

CNIC

Signature:

Name:

Title:

CNIC

Seal

♦

**Section-XI- Secondary Procurement Forms:**

Form-1) Letter of Bid

Form-2) Integrity Pact

Form-3) Performance Security



## 1) Letter of Bid

### Primary Procurement – Open Framework Agreement

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENTS*

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

#### Framework Agreement - Services

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

**Request for Bid No.:** *[insert identification]*

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

To: *[insert complete name of Procuring Agency]*

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Documents, including addenda issued;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with prequalification document;
- (c) **Bid Validity Period:** Our Bid shall be valid for the period of **as specified in the tender inquiry** (as amended, if applicable) from the date fixed for the Bid submission deadline **as specified in the tender inquiry** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) **Performance Security / Guarantee:** If our Bid is accepted, we undertake to sign the **Call-off Contract** in accordance with the terms and conditions stipulated in the **Framework Agreement(FA)**, and to furnish a **Performance Security (or Guarantee)** as required under OFASP 9. We confirm that the Performance Security shall be issued by a **Scheduled Bank** of Pakistan in favor of the **Procuring Agency**, within the prescribed period of **twenty-eight (28) days** from receipt of the **Letter of Acceptance (LoA)**, and shall remain valid for the duration and conditions specified in the contract agreement.
- (e) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
- (f) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned **enterprise**];*
- (g) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency/Procuring Agency(s) to hire services of transport from any FA Logistics Partner during the Term of the Agreement.
- (h) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Procuring Agency in respect of the total value of services that may be rendered by it, or any participating Procuring Agency(s), in accordance with this Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation.

- (i) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bids without assigning any justification as per Public Procurement Rules 2004.
- (j) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Bidder:** \*[insert complete name of the Bidder]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\*[insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## 2) Integrity Pact

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

Contract No. \_\_\_\_\_ Contract Value: \_\_\_\_\_ Contract Title: \_\_\_\_\_ Dated \_\_\_\_\_

[Insert Name of Bidder] ..... 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 Bidder] 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 Bidder] 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 Bidder] 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 Bidder] 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 Bidder] 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 Purchaser: .....

Signature: .....

[Seal]

Name of Bidder: .....

Signature: .....

[Seal]

### 3) Form Of Performance Security (Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_  
Guarantee Amount \_\_\_\_\_

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address:

\_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (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 Procuring Agency) in the Guaranteed Amount/Sum stated above for the payment of which sum well and truly to be made to the said Procuring Agency, 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 Procuring Agency's above said Letter of Acceptance for

\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Project detail etc.)

NOW THEREFORE, if the Principal ( Contractor ) 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 Procuring Agency, 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 whose modifications to the Guarantor is hereby waived would make this obligation 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 within the validity period of this Guarantee failing which we shall be discharged of our liability 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 Procuring Agency without protest, demur, delay and without reference, notice or recourse to the Contractor to any other person upon the Procuring Agency 's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand and hereby expressly waive all rights to deny our obligation to the Procuring Agency irrespective of any dispute, difference, ongoing litigation, arbitration proceeding or disagreement on the same issue(s) between\_\_ and\_\_, or contestations by any other party or person, any Sum or Sums up to the Guarantee Amount stated above, against the Procuring Agency's written declaration that the Principal/Contractor has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole, exclusive and final judge for deciding whether the Principal/Contractor 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 Principal's/Contractor's 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency 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. \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

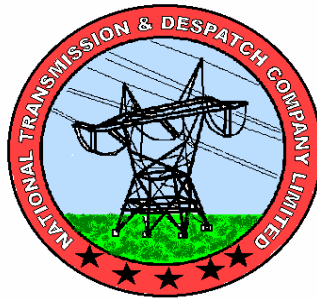
Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

Corporate Guarantor (Seal)

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



## **REVISED SOP FOR BLACKLISTING**

**(As on 25.02.2019)**

## **PREAMBLE**

Subsequent to Statutory Notification (S.R.O) regarding Amendments in Public Procurement Rules on 28-06-2021 subsequently published by authority on 29-06-2021, the an updated Grievance redressal mechanism has been notified which shall be deemed to be applicable and prevalent in respect of Clause-1.2(iv) of this SOP.

Accordingly all remedies including filing of review petition afforded by the Rule No. 19 of PPRA Rules (revised 2021) shall therefore be applicable in addition to and/or prevalent wherever a conflict exists with this SOP.

# Table of Contents

CHAPTER NO.1.....	<u>4</u>
1.1 INTRODUCTION .....	<u>4</u>
1.2 EXTENT OF APPLICATION.....	<u>4</u>
CHAPTER NO. 2.....	<u>6</u>
2. REASONS OF BLACKLISTING .....	<u>6</u>
CHAPTER NO. 3.....	<u>8</u>
3. FORMULATION OF “NTDC’S RIGHTS PROTECTION COMMITTEE” .....	<u>8</u>
CHAPTER NO. 4.....	<u>9</u>
4.1 PROCEDURE FOR BLACKLISTING .....	<u>9</u>
4.2 INITIATION OF AN ACTION.....	<u>9</u>
4.3 DECISION.....	<u>9</u>
4.4 COMMUNICATION OF DECISION .....	<u>10</u>
4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS .....	<u>10</u>
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 ..	<u>10</u>
4.7 EFFECTIVENESS.....	<u>111</u>
APPENDIX-1 .....	<u>122</u>
APPENDIX-2 .....	<u>14</u>
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-1 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. 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.