

**Request for Proposals for
Pre-qualification of IT Firms**

(National Competitive Bidding)



**National Disaster Management Authority,
Islamabad**

March 26

Overview

Procurement Notice -

The attached template is the Invitation for Prequalification of Suppliers willing to sign **Open** framework agreements with the Procuring Agency for provision of Common Use Items and Commodities, in accordance with the provisions of the agreement.

Prequalification Document (Procurement of Goods and Services through Open Framework Agreements)

PART 1 – PREQUALIFICATION PROCESS

Section I - Instructions to Applicants (ITAs)

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

Section II - Prequalification Data Sheet (PDS)

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

Section III - Qualification Criteria and Requirements

This Section prescribes the methodology, criteria, and requirements to be used to determine the capacity and capability of the Applicants for the supply of goods and related services in accordance with the requirements of the Procuring Agency, with an objective to prequalify them for Invitation to Bid(s), and sign the framework agreement(s) with the selected bidder(s), in case of Closed Framework Agreement(s) for the purpose of awarding Call off Contracts.

Section IV - Application Forms

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

Section V - Eligible Countries

This Section contains information regarding eligible countries in accordance with the Policy of the Federal Government.

PART 2 -- SUPPLY REQUIREMENTS

Section VII – Schedule of

Requirements

This Section includes a brief description of the Goods and Related services including provisional estimate of the required volume and/or quantity, Technical Specifications and Drawings (if applicable), and Delivery and Completion Schedules.



No. F. 2(36)/2025-26/NDMA (Proc)
Government of Pakistan
Prime Minister's Office
National Disaster Management Authority
Islamabad



E-BIDDING TENDER NOTICE
INVITATION FOR PREQUALIFICATION OF IT FIRMS

1. **National Disaster Management Authority** intends to prequalify suppliers for Invitation to Bid(s), and sign the **Open** framework agreement(s) with the selected bidder(s).
2. The objective of the intended **Open** framework agreement(s) is the on-demand supply of **Supply of IT Equipment and IT Services** at Islamabad through subsequent Call-off Contract(s) with successful bidders, and the purpose of this Prequalification Notice is to provide the very basic information to enable the potential applicants to decide whether or not to respond to this Prequalification Notice.
3. Only the prequalified applicants shall be entitled to participate in the further procurement proceedings, and it is expected that the **Request for Quotation** will be made to the Prequalified Applicants. **Open Framework Agreement**(s) will be signed b/w the Procuring Agency and the successful bidder(s) as Framework Agreement Suppliers subsequently for the **period of 2 Years**.
4. 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 the **NDMA** at the address mentioned below **NDMA Headquarters, Main Murree Road, Near ITP Office, Islamabad** during office hours (**0830 to 16300 hours**).
5. A complete set of Prequalification Documents in **English** may be downloaded from the website (www.ndma.gov.pk) as well as EPAD.
6. All bids must be accompanied by a Bid Security as given in bid-data sheet in form of Pay Order/ Demand Draft. **Moreover, the original bid security (Rs.2.0 Million) along with hard copy of the bidding documents must be delivered at the address mentioned below on or before the bid submission deadline before 1100 hrs on 08th April, 2026 (Wednesday). Late Applications will be rejected.**
7. Electronic bids will be opened through EPADS at 1130 hours on the same day in the presence of bidders' representatives who chose to attend in the bid opening at NDMA Headquarters Islamabad.

Director (Procurement)
National Disaster Management Authority
Islamabad
Tel: 051-9030854

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PART 1 – Prequalification

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 determine the capacity and capability of the Applicant(s) for supply of Goods and Related Services incidental thereto as specified in Section VII (Schedule of Requirements).
2. Source of Funds	2.1 Source of funds is same as referred in Invitation for Prequalification.
3. Fraud and Corruption	<p>3.1 The Procuring Agency requires that the Applicants /Bidders/ Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Applicants/Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application/Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Applicant and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject an application or bid or proposal, if it is established that the Applicant or the Bidder or Prosper was engaged in corrupt and fraudulent practices in competing for the contract.</p> <p>3.5 Procuring Agency will also declare the Applicant as blacklisted in accordance with Public Procurement Rule 19 and predefined standard mechanism.</p>
4. Eligible Applicants	4.1 An Applicant may be a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing JV agreement or with the intent to enter into such an agreement supported by a letter of intent. In case of single (private or state-owned entity), it shall be liable for execution of all the provisions of the Framework 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 Framework Agreement in

	<p>accordance with the Call-off Contract conditions that apply.</p> <p>In the case of a joint venture, all members shall be jointly and severally liable for the execution of all the provisions of the Framework Agreement (if signed b/w the Procuring Agency and the JV), the execution of any Call-off Contract(s) awarded (to the JV) under the Framework Agreement in accordance with the Call-off Contract conditions that apply.</p> <p>The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Prequalification process, Bidding process (in the event the prequalified JV submits a Bid) and during the period of framework agreement and contract execution (in the event the JV is awarded the Contract). Unless specified in the PDS, there is no limit on the number of members in a JV.</p>
	<p>4.2 An Applicant may apply for Prequalification both individually, and as part of a joint venture, or participate as a subcontractor. If prequalified as a JV only, it will not be permitted to bid for the same contract as an individual entity. Bids submitted in violation of this provision will be rejected.</p> <p>4.3 An Applicant and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that entity) may submit its Application for Prequalification either individually, as joint venture or as a sub-contractor among them for the same contract. However, if prequalified only one prequalified Applicant will be allowed to bid for the same contract. All Bids submitted in violation of this provision will be rejected.</p>
	<p>4.4 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 Framework 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:</p> <ul style="list-style-type: none"> (a) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or (b) would be involved in the implementation or supervision of such Framework 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 Framework Agreement and/or Call-off Contract.
	4.5 An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid or enter into any Framework Agreement or Call-off Contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available at PPRA’s website.
	4.6 An Applicant shall provide such documentary evidence for determining the eligibility of the Applicant to the reasonable satisfaction of the Procuring Agency.
5. Eligibility (in terms of Nationality)	5.1 Applicants may be ineligible if they are nationals of ineligible countries as indicated in Section V.
B. Contents of the Prequalification Documents	
6. Sections of Prequalification Documents	6.1 This set of Prequalification Documents consists of Parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.
	<p style="text-align: center;">PART 1 Prequalification Procedures</p> <ul style="list-style-type: none"> • Section I - Instructions to Applicants (ITA) • Section II - Prequalification Data Sheet (PDS) • Section III - Qualification Criteria and Requirements • Section IV - Application Forms • Section V - Eligible Countries • Section VI - Fraud and Corruption <p style="text-align: center;">PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section VII – Schedule of Requirements
	6.2 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 8. In case of any discrepancies, documents issued directly by the Procuring Agency or downloaded from the website link shall prevail.
	6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.
7. Clarification of Prequalification Documents and Pre-Application	7.1 An Applicant requiring any clarification of the Prequalification Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address indicated in the PDS . The Procuring Agency will respond in writing to any request for clarification provided that such request is received no later than three (03) days prior to the deadline for submission of the

<p>Meeting</p>	<p>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 a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.</p> <p>7.2 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 clarification of the schedule of requirement, the qualification criteria or any other aspects of the Prequalification Documents.</p> <p>7.3 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 8. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.</p>
<p>8. Amendment of Prequalification Documents</p>	<p>8.1 At any time prior to the deadline for submission of Applications, the Procuring Agency may amend the Prequalification Documents by issuing an Addendum.</p>
	<p>8.2 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 at the Procuring Agency’s web page 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>8.3 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 17.2: 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>
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C. Preparation of Applications

<p>9. Cost of Applications</p>	<p>9.1 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>10. Language of Application</p>	<p>10.1 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 the language specified in the PDS. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PDS, in which case, for purposes of interpretation of the Application, the translation shall govern.</p>
<p>11. Documents Comprising the Application</p>	<p>11.1 The Application shall comprise the following:</p> <ul style="list-style-type: none"> (a) Application Submission Letter, in accordance with ITA 12.1; (b) Eligibility: documentary evidence establishing the Applicant’s eligibility, in accordance with ITA 13.1; (c) Qualifications: documentary evidence establishing the Applicant’s qualifications, in accordance with ITA 14; and (d) any other document required as specified in the PDS.
<p>12. Application Submission Letter</p>	<p>12.1 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>13. Documents Establishing the Eligibility of the Applicant</p>	<p>13.1 To establish its eligibility in accordance with ITA 4, 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>14. Documents Establishing the Qualifications of the Applicant</p>	<p>14.1 To establish its qualifications to perform the contract(s) in accordance with Section III (Qualification Criteria and Requirements), the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).</p> <p>14.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the</p>

	<p>Pak Rupee equivalent using the rate of exchange determined as follows:</p> <ul style="list-style-type: none"> (a) for turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted). (b) value of single contract - Exchange rate prevailing on the date of the contract. <p>14.3 Exchange rates shall be taken from the publicly available source identified in the PDS. Any error in determining the exchange rates in the Application may be corrected by the Procuring Agency.</p> <p>14.4 The documentary evidence of the Applicant's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction:</p> <ul style="list-style-type: none"> (a) that, if required in the BDS, an Applicant that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV A (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country; (b) that, if required in the BDS, in case of an Applicant not doing business within Islamic Republic of Pakistan (or the country where the procurement is being made), the Applicant is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.
<p>15. Signing of the Application and Number of Copies</p>	<p>15.1 The Applicant shall prepare one set of the original documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original set of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.</p> <p>15.2 The Applicant shall submit copies of the signed original Application, in the number specified in the PDS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>15.3 When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall submit ORIGINAL and COPIES in accordance with the procedures specified in the PDS.</p>
<p>D. Submission of Applications</p>	
<p>16. Sealing and</p>	<p>16.1 The Applicant shall enclose the original and the copies of the</p>

<p>Identification of Applications</p>	<p>Application in a sealed envelope that shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Applicant; (b) be addressed to the Procuring Agency, in accordance with ITA 17.1; and (c) bear the specific identification of this Prequalification process indicated in the PDS reference ITA 1.1. <p>16.2 When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall seal the original and the copies in accordance with the procedures specified in the PDS.</p> <p>16.3 The Procuring Agency will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.</p>
<p>17. Deadline for Submission of Applications</p>	<p>17.1 Applicants may either submit their Applications by mail, by courier or by hand. Applications shall be received by the Procuring Agency at the address and no later than the deadline indicated in the PDS. When so specified in the PDS, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified in the PDS.</p>
	<p>17.2 If required in accordance with the provisions of ITA 8.3, 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>17.3 The deadline will be extended in the same manner as that of original Invitation for Prequalification (or the advertisement).</p>
<p>18. Late Applications</p>	<p>18.1 The Procuring Agency reserves the right to accept Applications received after the time for submission of Applications, however subject to the condition that the same is received within the date specified as last date for submission of applications but before the time for opening of the Applications.</p>
<p>19. Opening of Applications</p>	<p>19.1 The Procuring Agency shall open all Applications at the date, time and place specified in the PDS. Late Applications shall be treated in accordance with ITA 18.1.</p> <p>19.2 Applications submitted electronically, if permitted pursuant to ITA 17.1, shall be opened in accordance with the procedures specified in the PDS.</p> <p>19.3 The Procuring Agency shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.</p>
<p>E. Procedures for Evaluation of Applications</p>	
<p>20. Confidentiality</p>	<p>20.1 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</p>

	Prequalification results is made to all Applicants in accordance with ITA 28.
	20.2 From the deadline for submission of Applications to the time of notification of the results of the Prequalification in accordance with ITA 28, any Applicant that wishes to contact the Procuring Agency on any matter related to the Prequalification process may do so only in writing.
21. Clarification of Applications	21.1 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. Any request for clarification from the Procuring Agency and all clarifications from the Applicant shall be in writing.
	21.2 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.
22. Responsiveness of Applications	22.1 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 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information within prescribed time, it may result in disqualification of the Applicant.
23. Margin of Preference	23.1 Unless otherwise specified in the PDS , a margin of preference shall not apply in the Bidding process resulting from this Prequalification.
24. Sub-contractors	24.1 Subcontractors' qualification and experience will not be considered for evaluation of the Applicant. The Applicant on its own (without taking into account the qualification and experience of the Subcontractor) should meet the qualification criteria.
F. Evaluation of Applications and Prequalification of Applicants	
25. Evaluation of Applications	25.1 The Procuring Agency shall use the factors, methods, criteria, and requirements defined in Section III, Qualification 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 27.
	25.2 Subcontractors proposed by the Applicant shall be fully qualified for their parts of the Scope of Supply of the Goods and Allied Services.
	25.3 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

	<p>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 Criteria and Requirements are mentioned in Section III.</p> <p>25.4 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>26. Procuring Agency’s Right to Accept or Reject Applications</p>	<p>26.1 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>27. Prequalification of Applicants</p>	<p>27.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Agency.</p> <p>27.2 An Applicant may be “conditionally prequalified,” that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Procuring Agency.</p> <p>27.3 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Procuring Agency before or at the time of submitting their Bids.</p>
<p>28. Notification of Prequalification</p>	<p>28.1 The Procuring Agency shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.</p> <p>28.2 The procuring agency shall communicate to those suppliers or contractors who have not been pre-qualified the reasons for not pre-qualifying them.</p>
<p>29. Request for Bids</p>	<p>29.1 Promptly after the notification of the results of the Prequalification, the Procuring Agency will invite the Bids from all the Applicants that have been prequalified.</p>

<p>30. Changes in Qualifications of Applicants</p>	<p>30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of Bids. Such approval shall be denied if:</p> <ul style="list-style-type: none"> (a) a prequalified Applicant proposes to associate with a disqualified Applicant or in case of a disqualified joint venture, any of its members; (b) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (c) in the opinion of the Procuring Agency, the change may result in a substantial reduction in competition. <p>30.2 Any such change should be submitted to the Procuring Agency before the date of "Invitation to Bids".</p>
<p>31. Constitution of Grievance Redressal</p>	<p>31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.</p> <p>31.2 Any party or applicant can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the application/proposal submission deadline.</p> <p>31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p> <p>31.6 The GRC shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after</p>

	<p>depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>
<p>32. Mechanism of Blacklisting</p>	<p>32.1 The Procuring Agency shall bar for the time prescribed under Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined under rule-2; ii. Fails to perform his contractual obligations; or iii. Fails to abide by bid securing declaration;. <p>32.2 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the bid securing declaration; <p>32.3 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <p>32.4 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> <p>32.5 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>32.6 In case the bidder or contractor submits written reply of the</p>

	<p>show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> <p>32.7 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed</p> <p>32.8 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing..</p> <p>32.9 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p> <p>32.10 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.</p> <p>32.11 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition</p> <p>32.12 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.</p> <p>32.13 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.</p>
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Section II - Prequalification Data Sheet (PDS)

A. General

ITA 1.1	<p>The identification number of the Invitation for Prequalification is: TN-23/2025-26.</p> <p>The Procuring Agency is: National Disaster Management Authority, Islamabad.</p> <p>The list is: IT equipment and Services</p>
ITA 2.1	<p>The name of the Procuring Agency is: National Disaster Management Authority, Islamabad.</p> <p>The name of the Project or Procurement is: Director (Procurement)</p>
ITA 4.2	<p>Maximum number of members in the JV shall be: 2</p>
ITA 4.7	<p>A list of debarred firms and individuals is available on the PPRA's website: http://www.ppra.org.pk</p>

B. Contents of the Prequalification Document

ITA 7.1	<p>For clarification purposes, the Procuring Agency's address is:</p> <p>: National Disaster Management Authority, Islamabad.</p> <p>Attention: Director (Procurement)</p> <p>Address: Main Murree Road, Near ITP Office, Islamabad</p> <p>ZIP Code: 44000</p> <p>Country: <i>Pakistan</i></p> <p>Telephone: 0092-51-9030821</p> <p>Electronic mail address: directorproc@ndma.gov.pk</p>
ITA 7.1 & 8.2	<p>Web page: http://www.ndma.gov.pk</p>
ITA 7.2	<p>Pre-Application Meeting will be held: No.</p> <p><i>[If Yes, please add the address, date and time of the meeting]</i></p>

C. Preparation of Applications

ITA 10.1	<p>This Prequalification document has been issued in the English.</p>
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ITA 11.1 (d)	The Applicant shall submit with its Application, the following additional documents: <i>[insert list of additional documents]</i>
ITA 14.2	The source for determining exchange rates is: Not Applicable
ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: 1
D. Submission of Applications	
ITA 17.1	<p>The deadline for Application submission is:</p> <p>Date: 08-4-2026</p> <p>Time: 1100 hrs</p> <p>For Application submission purposes only, the Procuring Agency's address is:</p> <p><i>[insert information requested below or insert "Procuring Agency's</i> National Disaster Management Authority, Islamabad.</p> <p>Attention: Director (Procurement)</p> <p>Address: Main Murree Road, Near ITP Office, Islamabad</p> <p>ZIP Code: 44000</p> <p>Country: <i>Pakistan</i></p> <p>Telephone: 0092-51-9030821</p> <p>Applicants shall submit their Applications electronically through EPAD only.</p>
ITA 19.1	The opening of the Applications shall be at 1130 hrs on 08-4-2026 (Wednesday) at NDMA HQ, Islamabad.
ITA 19.2	The electronic Application opening procedures shall be: Through EPAD on the aforementioned date and time
E. Procedures for Evaluation of Applications	
ITA 31.1	<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 either by email etc.), to:</p> <p>Director (Admin), Secretary Grievances Redressal Committee, National Disaster Management Authority HQ, Main Murree Road, Near ITP Office, Islamabad.</p>

Section III - Qualification Criteria and Requirements

This Section contains the methods, criteria, and requirements that the Procuring Agency shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

1. MANDATORY REQUIREMENTS FOR BIDDERS

S#	Parameter	Yes	No
i.	Company/Firm Must be registered with FBR for Income Tax & General Sales Tax in the category i.e. IT Company/Firm etc.		
ii.	Active Filer Status		
iii.	Copy of NTN & STN		
iv.	Bidder(s) having at least experience of 7 years in similar contract		
v.	Litigation History (if any)/ Affidavit from the firm that it is not blacklisted		
vi.	Conflict of interest Undertaking		
vii.	ISO 9001 (Quality Management)		
viii.	ISO 27001 (Information Security)		
ix.	OEM Partner Certifications (e.g., Microsoft, Cisco, Oracle, VMware, Huawei, HP, Dell, etc.)		

Note:

- a. Proof of aforesaid parameters must be provided.
- b. Bidders who fail to provide supporting documents will not be entertained.

Section IV - Application Forms

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) 8: *[insert the number and issuing date of each addendum]*.
- (b) **No conflict of interest:** We have no conflict of interest in accordance with ITA 4.6;
- (c) **Eligibility:** We (and our subcontractors) meet the eligibility requirements as stated ITA 4.1, we have not been suspended by the Procuring Agency based on execution of a Bid/Proposal Securing Declaration in accordance with ITA 4.9;
- (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 26.1. Only suppliers 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 or the name of the JV]*

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]*

[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]

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 along with nationality <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member along with nationality: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <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 <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.5. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2. <input type="checkbox"/> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

In case of JV, the Applicant's information shall include information on each JV member and letter of intent to form JV or JV agreement, in accordance with ITA 4.2

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:			
5. Fax Number:			
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:			
15. Current registration with relevant authorities information:			
16. Proof of product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]			
17. Name of government agency(ies) responsible for inspecting and licensing of facilities in the country of origin of the raw material and or processing of the goods:			
Date of last inspection:			

18. Quality Assurance Certification (Please include a copy of your latest certificate with the PQ Application):	
19. Production capacity: <i>[insert peak and average production capacity over the last three years in units/day or units/month, etc.]</i>	
20. List of names and addresses of sources of raw material and what products they will be used in:	
21. Proof of raw material product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]:	
22. Raw materials tested prior to use:	
23. Presence and characteristics of in-house quality control laboratory	
24. Names and addresses of external quality control laboratories used:	
25. Are all finished products tested and released by quality control prior to release for sale? Yes ___ No ___, If not, why?	
26. List control tests done during production? If so list.	
27. List tests conducted after production and prior to release of product on market:	
28. Are technical documents available in: <i>[Procuring Agency should insert language]</i> Yes No	

Form FIN – 3.1 Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

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

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

Joint Venture Member Name: *[insert full name]*

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 previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					

Cash Flow from Operating Activities					
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* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

¹ 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.

Form FIN - 3.2 Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

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

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

Joint Venture Member Name: *[insert full name]*

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

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

Annual turnover data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA 14 for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA 3.2.

Current Contract Commitments / Contracts in Progress Form CON-1

1. Name of Contract(s)
2. Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]
3. Value of outstanding contracts [current PKR equivalent]
4. Estimated delivery date
5. Average monthly invoices over the last six months (PKR/mon.)

Form- EXP-1

44. Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

Form- PER 1

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

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant’s Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Joint Venture Member Name: *[insert full name]*
 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 (current value, currency, exchange rate and PKR equivalent)
<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, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange

<p><i>[insert year]</i></p>	<p><i>[insert amount]</i></p>	<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 "Supplier"]</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>	<p style="text-align: right;">rate)</p> <p><i>[insert amount]</i></p>
<p><input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.</p> <p><input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.</p>			
<p>Year of award</p>	<p>Outcome as percentage of Net Worth</p>	<p>Contract Identification</p>	<p>Total Contract Amount (currency), PKR Equivalent (exchange rate)</p>

<i>[insert year]</i>	<i>[insert percentage]</i>	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 "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y</i>	<i>[insert amount]</i>
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Manufacturer's Authorization

[The Applicant shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Application Submission]*
IFP No.: *[insert number]*

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

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Applicant]* to **submit a Prequalification Application and submit a Bid** the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

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

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

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

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V - Eligible Countries

Eligibility for the Provision of Goods and Related Services

In reference to ITA 5.1, for the information of the Applicants, at the present time, firms and individuals, supply of goods and Related Services from the following countries are excluded from this Prequalification process:

Under ITA 5.1 (a): **Pakistan**

Under ITA 5.1 (b): **Pakistan**

Section VII – Schedule of Requirements

Schedule of Requirements

S/No.	Items Detail	Yes
Lot # 1 (Supply)		
1	Laptops / Desktops	
2	Hard Drives, SSDs, SAS & Portable Drives (256GB, 512GB, 1TB, 2TB)	
3	LED & Screens	
4	Mouse (wireless / wired)	
5	Keyboards (Desktop / Laptop)	
6	Mother Board (Desktop / Laptop)	
7	RAMs (Desktop / Laptop)	
8	Batteries , Power Bank	
9	Adapter (Laptops/ Desktops Other's)	
10	Hinges, Wireless Pointer & Slides Presenter	
11	Laptop Stands, Video Conferencing Equipment Remotes	
12	Other Allied Equipment's	
Lot # 2 (Supply)		
1	Printers : (Network/ Simple/ Multifunction/ Colour)	
2	Scanners	
3	ADF Roller Kits	
Lot # 3 (Supply)		
1	Networking Cable Role	
2	Networking Tools	
3	Switches	
4	Access Points , Routers	
5	Converters (Ethernet to USB/HDMI/USB-C/)	
6	Connecting Jack (Power , Others)	
7	Recording Devices , Mics , Laptop Stands	
8	Speakers, Memory Cards, USB Flash Drives	
9	Webcams, Cameras	
10	Power Supply	
11	Bags & Covers (Laptops/Tablets)	
12	Headphones (Wireless, Wired)	
13	Ethernet Patch Cords, HDMI Cables, Fiber Patch Cords,	
14	Cables (C to C Type , Usb to C Type,)	
Lot # 4 (Repair & Maintenance)		
1	Laptops / Desktops/ Servers	
2	Printers / Scanners	
3	Other	

Above items are common use items and are required by the NDMA on recurrent basis; hence, suppliers are required, who can provide same on need/demand basis within Four (04) days of issuance of work order / call-off order.

Note: NDMA may include any other than the above items in the subsequent RFQ, subject to requirements/demand of official business

SCHEDULE 3: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in these bidding documents for the Secondary Procurement process.

1. Secondary Procurement method(s)

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is **Request for Quotations (RFQs)**.

- (i) competitive quotations through mini-competition,

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Competitive quotations (mini-competition)

The Procuring Agency will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the **Goods and services** to be procured/provided under the Call-off contract, to submit competitive quotations.

The RFQ will include:

- (a) the Goods, and any Related Services, to be delivered
- (b) delivery location(s)
- (c) delivery date(s) or schedule
- (d) quantity
- (e) any additional requirement for inland transportation and other services in the Procuring Agency's Country to convey the Goods to their final destination specified in RFQ not included in the Base Price,
- (f) details of any inspections or tests that are additional to those described in the Framework Agreement
- (g) the criteria to be applied to the evaluation of quotations
- (h) the award criteria, e.g.:
 - The Procuring Agency shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
 - substantially responsive to the RFQ; and
 - the lowest evaluated cost.
- (i) deadline for submission of quotations
- (j) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (k) request to Suppliers to demonstrate that they continue to be eligible and qualified to supply the Goods
- (l) *any other relevant information.*

Suppliers are not permitted to quote a price, excluding any additional price for inland transportation and other services required in the Procuring Agency's Country to convey the Goods to their final destination specified in RFQ not included in the Base Price, that is higher than the Base Price stated in the Framework Agreement, Schedule 2, or as adjusted by the agreed price adjustment formula, if applicable and any changes in any Laws and Regulations in accordance with FAGP 8.1.]

2. Formation of Call-off contract

The Procuring Agency shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

2.1 For competitive quotations through mini-competition using a Request for Quotation, the Call-off contract is formed when:

OPTION 1

“the Procuring Agency issues, the Letter of Award of Call-off Contract to the successful Supplier.” **if applicable:** “Following the formation of contract, through offer and acceptance, the Procuring Agency and Supplier shall sign a Call-off Contract as per the form contained in the Framework Agreement.”
OR

3. 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:

- a. selection based on competitive quotations (through mini-competition) to all Suppliers 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:

- b. the name and address of the successful Supplier
- c. the quantity/volume of Goods being procured
- d. the contract price
- e. a statement of the reason(s) the recipient Supplier was unsuccessful.

4. Complaint about award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Procuring Agency, by the quickest means available, e.g. email **within 2 days**
- b. the Procuring Agency will address the complaint within **5 working days**
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

**SCHEDULE 4: Call-off Contract General
Conditions of Contract**

Call-off Contract

General Conditions of Contract (GCC)

Preamble

The following Call-off Contract General Conditions of Contract apply to any Call-off Contract awarded under this Framework Agreement between the Procuring Agency and the Supplier. These General Conditions of Contract shall be supplemented by the Call-off Contract Special Conditions of Contract contained in the individual Call-off Contract.

1. Definitions

- a) The following words and expressions shall have the meanings hereby assigned to them:
- b) "Contract" means a Call-off Contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. The parties are the Procuring Agency and Supplier.
- c) "Contract Documents" means the documents listed in the Call-off Contract, including any amendments thereto.
- d) "Contract Price" means the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- e) "Day" means calendar day.
- f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- g) "GCC" means these General Conditions of Contract that apply to a Call-off Contract.
- h) "Goods" means all of the commodities, raw material, machinery, equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.

- i) "Procuring Agency" means the entity purchasing the Goods and Related Services, if applicable, as specified in the Call-off Contract.
- j) "Related Services" if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in the Call-off Contract.
- k) "SCC" means the Special Conditions of Contract as set out in an individual Call-off Contract.
- l) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- m) "Supplier" means the person, private or government entity, or a combination of the above that has concluded a Framework Agreement by the Procuring Agency to deliver, under a Call-off Contract, the Goods, and perform the Related Services, as and when required.
- n) "Project Site," where applicable, means the place named in the SCC.

- 2. **Contract Documents** 2.1 All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.
- 3. **Fraud and Corruption** 3.1 The Procuring Agency requires the Supplier 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 Bidding process or execution of the 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.

4. Interpretation

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

4.2 Incoterms

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

4.3 Entire Agreement

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

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such

waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. **Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Agency, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6. **Joint Venture Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Agency.
7. **Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized

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

8. **Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9. **Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws specified in the **FA Specific Provision**.
10. **Settlement of Disputes**
- 10.1 Settlement of Disputes for Call-off Contracts shall be as specified in the SCC.
11. **Inspections and Audit**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 2.2 e. of the Appendix to the Call-off Contract General Conditions of Contract, the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, and to have such accounts and records audited by auditors appointed by the Procuring Agency.
- 11.3 The Supplier’s and its Subcontractors’ and sub-consultants’ attention is drawn to GCC Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights constitute a prohibited practice subject to contract termination .

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Call-off Contract.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion dates, or schedule, specified in the Call-off Contract. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the scope of supply in accordance with GCC Clause 12, and the delivery and completion dates or schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall be in accordance with the provisions of the Framework Agreement, Schedule 2, after the application of any price adjustments authorized in the SCC, with the exception of a price obtained through competitive quotations (mini-competition) at the Secondary Procurement selection stage.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Agency has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Procuring Agency fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Agency shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

17.1 For Goods manufactured outside the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Procuring Agency's Country.

17.2 For Goods Manufactured within the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Agency's Country, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Guarantee

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security (or guarantee) for

the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security (or guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security (or guarantee, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Agency; and shall be in one of the format stipulated by the Procuring Agency in the SCC, or in another format acceptable to the Procuring Agency.

18.4 The Performance Security (or guarantee) shall be discharged by the Procuring Agency and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

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

20. Confidential Information

20.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or

indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier.

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

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

20.4 now or hereafter enters the public domain through no fault of that party;

20.5 can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

20.6 otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.7 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

21. Subcontracting

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

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

22.2 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards more fully described in the Framework Agreement, Schedule 1: Schedule of Requirements, and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

22.3 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Agency, by giving a notice of such disclaimer to the Procuring Agency.

22.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Framework Agreement, Schedule 1: Schedule of Requirements.

During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Agency and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

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

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Agency.

24. Insurance

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

25. Transportation and Incidental Services

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

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

25.3 (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

25.4 (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

25.5 (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

25.6 (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

25.7 (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Agency carry out all such tests and/or inspections of the Goods and Related Services as are

specified in the Framework Agreement, Schedule 1: Schedule of Requirements, and/or the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Procuring Agency's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

26.3 The Procuring Agency or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Agency bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Agency. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Agency or its designated representative to attend the test and/or inspection.

26.5 The Procuring Agency may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or

inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Agency with a report of the results of any such test and/or inspection.

26.7 The Procuring Agency may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Agency, and shall repeat the test and/or inspection, at no cost to the Procuring Agency, upon giving a notice pursuant to GCC Sub-Clause 26.4.

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

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Agency may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or

unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Agency may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

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

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

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

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

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace

the defective Goods or parts thereof, at no cost to the Procuring Agency.

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

**29. Patent
Indemnity**

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

29.2 the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

29.3 the sale in any country of the products produced by the Goods.

29.4 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or

combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

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

29.6 If the Supplier fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its own behalf.

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

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

provided or designed by or on behalf of the Procuring Agency.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

30.2 the Supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and

30.3 the aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed 10% of the total Contract Price , however not less than PKR One million , provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Agency with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 7 (seven) days prior to (i) in case of Direct Contracting, the date of issuance of Letter of Award of Call-off contract or (ii) in case of mini-competition, the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period and/or Contract

Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

**32. Force
Majeure**

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

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

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

**33. Change
Orders and
Contract
Amendmen
ts**

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

33.2 drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

33.3 the method of shipment or packing;

33.4 the place of delivery; and

33.5 the Related Services to be provided by the Supplier.

33.6 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Agency's change order.

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

33.8 Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

33.9 the proposed change(s), and a description of the difference to the existing contract requirements;

- 33.10a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including whole life cycle costs) the Procuring Agency may incur in implementing the value engineering proposal; and
- 33.11a description of any effect(s) of the change on performance/functionality of the Goods, or any Related Services.
- 33.12 The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:
- 33.13 accelerates the delivery period; or
- 33.14 reduces the Contract Price or the whole life costs to the Procuring Agency; or
- 33.15 improves the quality, efficiency or sustainability of the Goods; or
- 33.16 yields any other benefits to the Procuring Agency,
- 33.17 without compromising the necessary functions of the Goods, or any Related Services.
- 33.18 If the value engineering proposal is approved by the Procuring Agency and results in:
- 33.19a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- 33.20 an increase in the Contract Price; but results in a reduction in whole life costs due to any benefit described in GCC Sub-Clause 33.5 (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
- 33.21 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

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

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

35. Termination

35.1 Termination for Default

35.2 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

35.3 if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 34;

35.4 if the Supplier fails to perform any other obligation under the Contract; or

35.5 if the Supplier, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as set forth in the

Appendix to these GCC, in competing for or in executing the Contract.

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

35.7 Termination for Insolvency.

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

35.9 Termination for Convenience.

35.10 The Procuring Agency, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

35.11 The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring

Agency at the Contract terms and prices. For the remaining Goods, the Procuring Agency may elect:

35.12 to have any portion completed and delivered at the Contract terms and prices; and/or

35.13 to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Agency, to the country of the Procuring Agency, or to the use of the products/goods, systems or Related Services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Agency that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the

Contract on this basis shall be for the Procuring Agency's convenience pursuant to GCC Sub-Clause 35.3.

Appendix
to Call-off Contract General Conditions of Contract
Integrity Pact

(Text in this Appendix shall not be modified)

SCHEDULE 5: Secondary Procurement Forms

Secondary Procurement Forms

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Request for Quotation

Secondary Procurement under a Framework Agreement (method: mini-competition)

From:	[Insert Procuring Agency's legal name]
Procuring Agency's Representative:	[Insert name of Procuring Agency's Representative]
Title/Position:	[Insert Representatives title or position]
Address:	[Insert Procuring Agency's address]
Telephone:	[Insert Representatives telephone number]
Email:	[Insert Representatives email address]

To:	[Insert Supplier's legal name]
Supplier's Representative:	[Insert name of Supplier's Representative]
Title/Position:	[Insert Representatives title or position]
Address:	[Insert Supplier's address]
Telephone:	[Insert Representatives telephone number]
Email:	[Insert Representatives email address]

Framework Agreement (FA):	[Insert short title of FA]
FA Date:	[Insert FA Date]
FA Reference No.	[Insert FA reference]

RFQ Ref No.:	[Insert reference]
RFQ Date:	[Insert date of RFQ]
RFQ issued:	This RFQ has been transmitted by: "post" or "email" or "fax"

Attachments:

- Annex 1: Procuring Agency's Requirements
- Annex 2: Quotation Form
- Annex 3: Call-off Contract for Supply of Goods [this may be the Call-off Contract Form or another acceptable template]

Dear [insert name of Supplier's Representative],

1. Request for Quotation (RFQ)

- a. With reference to above Framework Agreement (FA), you are invited to submit your most competitive Quotation in this Secondary Procurement process. The Quotation is for the Goods *[add if applicable: “and the Related Services,”]* described in Annex 1: Procuring Agency’s Requirements, attached to this RFQ.

2. Price

- a. Your Quotation must be submitted in the format contained in Annex 2: Supplier Quotation Form.
- b. Your Quotation, excluding any additional price for inland transportation and other services required in the Procuring Agency’s Country to convey the Goods to their final destination specified in RFQ not included in the Base Price, cannot be higher than the Base Price for the Goods *[add if applicable: “and Related Services,”]* as established in the Framework Agreement, Schedule 2: Price Schedules adjusted for any change in Laws and Regulations in accordance with FA Specific Provisions. *[OR use the following text if the Base Price is subject to a price adjustment: Your Quotation cannot be higher the Base Price for the Goods [add if applicable: “and Related Services,”] as established in the Framework Agreement, Schedule 2: Price Schedules, adjusted by applying the price adjustment formula and any adjustment for change in Laws and Regulations in accordance with FA Specific Provisions”]*
- c. The price for any additional inland transportation and other services required in the Procuring Agency’s Country to convey the Goods to their final destination specified in RFQ not included in the Base Price shall be quoted.
- d. The price that you quote shall be fixed and shall not be subject to any further adjustment.
- e. The Quotation shall be in the same currency(ies) specified in the Framework Agreement, Schedule 2: Price Schedules.
- f. The Quotation will be valid for a period of *[insert number of calendar days]*

3. Performance Security (or Guarantee *[delete if no performance security is required]*)

- a. If your Quotation is successful, you will be required to provide a Performance Security **(or Guarantee)** in accordance with the Call-off Contract.

4. Clarifications

- a. If you require clarification(s) regarding this RFQ, send your request in writing (email or hard copy *or through e-procurement system* if available) to our above-named Representative before *[insert date and time]*. We shall forward copies of our response to all Suppliers including a description of the inquiry but without identifying its source.

5. Submission of Quotations

- a. Quotations are to be submitted in the form attached at Annex 2 and *[insert method e.g. in hard copy with 3 copies, by email, through e-procurement system]*.
- b. The deadline for submission of Quotations is *[insert time, day, month, year]*.
- c. The address for submission of Quotations is:

Attention: *[insert full name of person, if applicable]*

Street Address: *[insert street address and number]*

Floor/ Room number: *[insert floor and room number, if applicable]*

City: *[insert name of city or town]*

ZIP/Postal Code: *[insert postal (ZIP) code, if applicable]*

Country: *[insert name of country]*

6. Opening of Quotations

- a. Quotations will be opened in the presence of Suppliers, or their representatives who choose to attend, at *[insert time]* on *[insert day, month, year same as or immediately after the deadline for the submission of Quotations.]*

7. Evaluation of Quotations

- a. Quotations will be evaluated [select either “*item-wise*” or “*lot-wise*”] and according to the criteria and methodology described in the Framework Agreement, Schedule 3: Secondary Procurement.

8. Contract

- a. Attached, as Annex 3 to this RFQ, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar terms. *[Instructions: complete a draft Call-off Contract for this procurement and attach it to this RFQ]*

On behalf of the Procuring Agency:

Signature: _____

Name: _____

Title/position: _____

RFQ ANNEX 1: Procuring Agency's Requirements

[The Procuring Agency shall complete these tables, as appropriate, to enable the Supplier to prepare the Quotation]

List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, CFR, FOB, EXW etc.)	Delivery Period from Date of formation of Call-off contract

List of Related Services and Completion Schedule

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert no. of days such as from Delivery Period or receipt of Goods, as appropriate]</i>

Technical Specifications, Drawings, Inspections and Tests

The Technical Specifications, Drawings, Inspections and Tests as are described in the Framework Agreement Schedule 1: Schedule of Requirements.

[Add any additional information consistent with the information provided in the Schedule of Requirements]

RFQ ANNEX 2: Supplier Quotation Form

From:	<i>[Insert Supplier's legal name]</i>
Supplier's Representative:	<i>[Insert name of Supplier's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Supplier's address]</i>
Email:	<i>[Insert Supplier's email address]</i>

To:	<i>[Insert Procuring Agency's legal name]</i>
Procuring Agency's Representative:	<i>[Insert name of Procuring Agency's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Procuring Agency's address]</i>

Framework Agreement (FA)	<i>[Insert short title of FA]</i>
FA Reference No.	<i>[Insert Procuring Agency's FA reference]</i>
Date of Framework Agreement:	<i>[Insert FA date]</i>

RFQ Ref No.:	<i>[Insert Procuring Agency's reference]</i>
Date of Quotation:	<i>[Insert date of Quotation]</i>

Dear *[insert name of Procuring Agency's Representative]*

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above named RFQ we offer to supply the Goods, *[add if applicable: "and deliver the Related Services,"]* as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules, Technical Specifications, Drawings, Inspections and Tests. We confirm that we have examined and have no reservations to the RFQ, including the Call-off Contract.

2. Eligibility and conflict of interest

We declare that we continue to be qualified, and meet the eligibility requirements and that we have no conflict of interest. If awarded the Call-off Contract, the Goods *[add if applicable: "and Related Services,"]* that we supply shall be sourced from an eligible

country.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment.

Quotation Price

The total price of our Quotation, excluding any unconditional discounts offered in item (g) below is *[insert the total price of the Quotation in words and figures, indicating the various amounts and the respective currencies]*.

3. Unconditional Discounts

The unconditional discounts offered are: *[Specify in detail each discount offered.]*

The exact method of calculations to determine the net price after application of unconditional discounts is: *[Specify in detail the method that shall be used to apply the discounts]*.

4. Quotation Validity Period

Our Quotation shall be valid for the period specified in RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

5. Performance Security (or Guarantee) *[delete if no performance security (or Guarantee) is required]*

If we are awarded the Call-off Contract, we commit to obtain a Performance Security (or Guarantee) in accordance with the RFQ.

6. Not Bound to Accept

We understand that you reserve the right to:

- a. annul the RFQ process at any time prior to the award of a Call of Contract without incurring any liability to Suppliers.

7. 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.

On behalf of the Supplier:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Quotation for Goods: Price Schedule 1

Manufactured outside the Procuring Agency's country, to be imported

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price AS PER-applicable INCOTERMS <i>[insert place of destination]</i>	AS PER-applicable INCOTERMS Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Procuring Agency's Country to convey the Goods to their final destination specified in RFQ	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price AS PER-applicable INCOTERMS per unit]</i>	<i>[insert total AS PER applicable INCOTERMS price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Quotation Price								

Quotation for Goods: Price Schedule 2

Manufactured outside the Procuring Agency's country, already imported*

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid	Custom Duties and Import Taxes paid per unit [to be supported by documents]	Unit Price net of custom duties and import taxes (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid (Col. 5x8)	Price per line item for inland transportation and other services required in the Procuring Agency's Country to convey the goods to their final destination, as specified RFQ	Sales and other taxes paid or payable per item if contract is awarded	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Procuring Agency's Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Quotation Price											

Name of Supplier *[insert complete name of Supplier]* Signature of Supplier *[signature of person signing the Bid]* Date *[insert date]*

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Agency. For clarity Suppliers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Quotation for Goods: Price Schedule 3

Manufactured in the Procuring Agency's country

1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Procuring Agency's Country to convey the Goods to their final destination Invitation for Price Bid	Cost of local labor, raw materials and components from with origin in the Procuring Agency's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITP 43.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Quotation Price	

Quotation for Related Services: Price Schedule 4

1	2	3	4	5	6	7	
Item No.	Item description	Description of Services (excludes inland transportation and other services required in the Procuring Agency's Country to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the item]</i>		<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Delivery Period at place of final destination per Service]</i>	<i>[insert number of items to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Quotation Price							

Total Quotation

The total cost for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule Quotations	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
Goods: Price Schedule 3	
Related Services: Price Schedule 4	
Total Quotation	

Sample Letter of Award of Call-off Contract

[modify as appropriate]

[use letterhead paper of the Procuring Agency]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award of Call-off Contract No.**

In reference to the Framework Agreement *[insert reference number and date]*

*[For mini-competition, add the following: "and your Quotation *[insert reference number and date]* has been accepted."]*

please find inclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within *[insert no of days]*.

*[Insert the following if Performance Security (or gaurantee) is required: "You are also requested to furnish a Performance Security (or gaurantee) within *[insert no of days]* in accordance with the Conditions of Call-off Contract, using for that purpose one of the Performance Security (or gaurantee) Forms included in the Framework Agreement Secondary Procurement Forms. "]*

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Call-off Contract

RELATED SERVICES (GCC 1.1 I)				
Code	Name/description of service	Quantity	Price	Total
<i>[insert code]</i>	<i>[Describe the Related Services covered under GCC Sub-Clause 25.2 and/or Framework Agreement Schedule 1: Schedule of Requirements. The price quoted in Schedule 2 of the Framework Agreement or as agreed with the selected Supplier shall be included in the Contract Price.]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:				
		Total		
Required Completion period [See Completion Periods in the FA]		<i>[insert period]</i>		

Contract Documents (GCC 2)
<p>1) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.</p> <ul style="list-style-type: none"> (a) Letter of Award of Call-off Contract (b) Supplier's Quotation (if applicable) (c) Addenda No. ____ (if any) (d) Special Conditions of Call-off Contract <p>and by reference the following documents:</p> <ul style="list-style-type: none"> (e) Framework Agreement, (f) Section A- Framework Agreement General Provisions, (g) Section B- Framework Agreement Specific Provisions (h) Schedule 1: Schedule of Requirements <i>[insert relevant items from schedule 1 as applicable to the Call-off contract such as technical specifications, any drawings, and inspection and tests]</i> (i) Schedule 4: Call-off Contract General Conditions of Contract

(j) [List any other document]

- 2) In consideration of the payments to be made by the Procuring Agency to the Supplier as specified in this Call-off Contract, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 3) The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Procuring Agency

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*
Date: _____

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*
Date: _____

Attachment

1. Special Conditions of Call-off Contract
2. Supplier's Quotation (if applicable)
3. *[Any other documents]*

Special Conditions of Call-off Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Call-off Contract (GCC). Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail.

<p>(Project Site/Final Destination) GCC 1.1(n)</p>	<p>The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i></p>
<p>Incoterms GCC 4.2 (b)</p>	<p>The edition of Incoterms that shall apply is <i>[insert date of current edition]</i></p>
<p>Addresses for notices GCC 8.1</p>	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p><u>Address for notices to the Supplier:</u> <i>insert the name of officer authorized to receive notices</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[email address]</i></p>
<p>Settlement of Disputes GCC 10.1</p>	<p>The settlement of disputes for Call-off Contracts shall be in accordance with FAGP 20.2</p>

<p>Shipping and other documents to be provided GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc.]</i>.</p> <p>The above documents shall be received by the Procuring Agency:</p> <ul style="list-style-type: none"> (i) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in GCC Sub-Clause 16.1. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise (ii) on shipment.
<p>Contract Price GCC 15.1</p>	<p>The prices charged for the Goods supplied and any related Services performed <i>[insert “shall” or “shall not,” as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to Schedule 2 of the Contract for a sample Price Adjustment Formula]</i></p>
<p>Terms of payment GCC 16.1</p>	<p>Sample provision [The following are the sample terms of payment which, depending on the nature, size and complexity of the purchase, may be appropriately revised by the Procuring Agency]</p> <p><i>[Note 1: For Goods to be supplied from abroad: At the time of the Call-off Contract, the Procuring Agency shall select one of the following options taking into considerations factors including: (i) the Call-off contract amount; (ii) the Delivery Period; (iii) the feasibility of setting up a letter of credit in a timely manner; (iv) applicable disbursement arrangements in the Financing Agreement and additional information in the Disbursement Letter; and (v) the extent to which suppliers of the subject Goods from abroad can accept alternative payment methods other than through letter of credit.</i></p> <p>The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows:</p> <p>1. Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in <i>[insert currency of the Contract Price]</i> in the following manner:</p>

[OPTION 1]

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in **GCC Clause 13**.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency.

Payment of local currency portion shall be made in *[insert currency]* within thirty (30) days of presentation of claim supported by a certificate from the Procuring Agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

OR

[OPTION 2]

- (i) **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.
- (ii) **On Shipment:** Sixty (60) percent of the Contract Price shall be paid within 30 days receipt by the Procuring Agency of documents specified in **GCC Clause 13**
- (iii) **On delivery of the Goods at the final place of destination:** Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of delivery of the Goods at the final place of destination, supported by an acceptance certificate issued by the Procuring Agency and receipt of the Supplier's invoice.

	<p>2. Payment for Goods and Services supplied from within the Procuring Agency’s Country:</p> <p>Payment for Goods and Services supplied from within the Procuring Agency’s Country shall be made in <i>[insert currency]</i>, as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding document or another form acceptable to the Procuring Agency. (ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. (iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.
<p>Interest due for late payment GCC 16.5</p>	<p>The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
<p>Performance Security (or Guarantee) GCC 18.1</p>	<p>A Performance Security (or Guarantee) <i>[insert “shall” or “shall not”]</i> be required.</p> <p><i>[If a Performance Security (or Guarantee) is required, insert “The amount of the Performance Security (or Guarantee) shall be:” [insert amount]</i></p> <p><i>[The amount of the Performance Security (or Guarantee) is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Agency’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
<p>Form of Performance Security (or Guarantee) GCC 18.3</p>	<p>If required, the Performance Security (or Guarantee) shall be in the form of: <i>[insert “a Demand Guarantee” or “a Performance Bond”]</i></p> <p>If required, the Performance security (or Guarantee) shall be denominated in <i>[insert “a freely convertible currency acceptable to the Procuring Agency” or “the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]</i></p>

<p>Discharge of Performance Security (or Guarantee) GCC 18.4</p>	<p>Discharge of the Performance Security (or Guarantee) shall take place: <i>[insert date if different from the one indicated in sub clause GCC Sub-Clause 18.4]</i></p>
<p>Packing, marking and documentation GCC 23.2</p>	<p>The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i></p>
<p>Insurance cover GCC 24.1</p>	<p>The insurance coverage shall be as specified in the Incoterms. <i>OR</i> If not in accordance with Incoterms, insurance shall be as follows: <i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i></p>
<p>Transportation GCC 25.1</p>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Procuring Agency’s Country, defined as the Project Site. Transport to such place of destination in the Procuring Agency’s Country, including insurance (if applicable) and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Agency and the Supplier)]</i></p>
<p>Inspections and tests GCC 26.1</p>	<p>The inspections and tests shall be: <i>[insert: “as per the Framework Agreement Schedule 1: Schedule of Requirements”, or if different or additional state the nature, frequency, procedures for carrying out the inspections and tests]</i></p>
<p>Site of inspections and tests GCC 26.2</p>	<p>The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i></p>
<p>Liquidated damages GCC 27.1</p>	<p>The liquidated damage shall be <i>[insert % number]</i> per week. The maximum amount of liquidated damages shall be <i>[insert % number]</i>.</p>

<p>Warranty GCC 28.3</p>	<p>The period of validity of the Warranty shall be <i>[insert number]</i> days.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i>.</p> <p>Sample provision</p> <p>In partial modification of the GCC provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC Sub-Clause 26.7,</p> <p>or</p> <p>(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).</p>
<p>Repair/replacement GCC 28.5 GCC 28.6</p>	<p>The period for repair or replacement shall be <i>[insert number]</i> days.</p>
<p>Value Engineering GCC 33.4</p>	<p><i>[Delete if value engineering is not applicable]</i></p> <p>If the Supplier's value engineering proposal is approved by the Procuring Agency the amount to be paid to the Supplier shall be <i>[insert % number]</i>. <i>[Note: The percentage is normally up to 50% of the reduction in the Contract Price.]</i></p>
<p>Additional instructions</p>	<p><i>[insert any additional details or instructions as necessary, otherwise delete this row]</i></p>

Performance Security (or Guarantee) (Bank Guarantee)

[The Procuring Agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Agency]*

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

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

Framework Agreement No.: *[insert Procuring Agency's reference for the Framework Agreement]*

Call-off Contract No.: *[insert Procuring Agency's reference for the specific Call-off Contract]*

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

Furthermore, we understand that, according to the conditions of the Call-off Contract, a performance guarantee is required.

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

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

[signature(s)]

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

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Procuring Agency]*

Date: *[Insert date of issue]*

Advance Payment Guarantee No.: *[Insert guarantee reference number]*

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

Framework Agreement No.: *[insert Procuring Agency's reference for the Framework Agreement]*

Call-off Contract No.: *[insert Procuring Agency's reference for the specific Call-off Contract]*

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

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

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