

**The Gazette**  **of Pakistan**

**EXTRAORDINARY  
PUBLISHED BY AUTHORITY**

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**ISLAMABAD, WEDNESDAY, JULY 20, 2022**

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**PART II**

**Statutory Notifications (S. R. O.)**

GOVERNMENT OF PAKISTAN  
**PUBLIC PROCUREMENT REGULATORY AUTHORITY**  
**(Cabinet Division)**

**NOTIFICATION**

*Islamabad, the 20th July, 2022*

**S. R. O. 1076(I)/2022.**—In pursuance of Section 27 of the PPRA Ordinance read with Rule 23(4) of Public Procurement Rules, 2004, the procuring agencies shall use the National Standard Procurement Document for Procurement of Goods through closed framework agreements attached as (**Annexure-I**) for national / international competitive bidding, as amended on 30th June of each Financial Year considering regulatory experience / feedback based on monitoring the procurement practices.

[No. 1(2)/Director (Coord)/PPRA/2022.]

**ALI TEMOOR,**  
*Director (Coord & Estab.).*

2379 (1—219)

*Price : Rs. 340.00*

[8520 (2022)/Ex. Gaz.]

# NATIONAL STANDARD PROCUREMENT DOCUMENTS

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## Procurement of Goods through Closed Framework Agreements (*Cost Based Selection*)

(National and International Competitive Bidding)



**Public Procurement Regulatory Authority  
Pakistan**

December, 2021

## ACKNOWLEDGEMENT

Public Procurement Regulatory Authority extends its gratitude and acknowledges the guidance and support of the officials of the World Bank for development and finalization of this document.

The Authority also appreciates the contribution of Dr. Irfan Ahmad, Principal, Institute of Tender Management while finalizing the document and facilitating the Authority during Orientation Workshop with the procurement officials of the procuring agencies.

The Authority appreciates the coordination of Mr. Farukh Bashir Director (Training), Mr. Sagheer Ahmad, Deputy Director Training, Ms. Faiza Nayyer, Deputy Director Training and Mr. Jahangir Rizvi Assistant Director Training for organizing and facilitating in the Orientation Workshop.

The Authority acknowledge the contribution of following officers of the Authority for development and finalization of this document:

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- ii. Mr. Muhammad Ibrahim R. Khan, Deputy Director (M&E) PPRA
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- vii. Ms. Asma Shaheen, Deputy Director Finance/Accounts

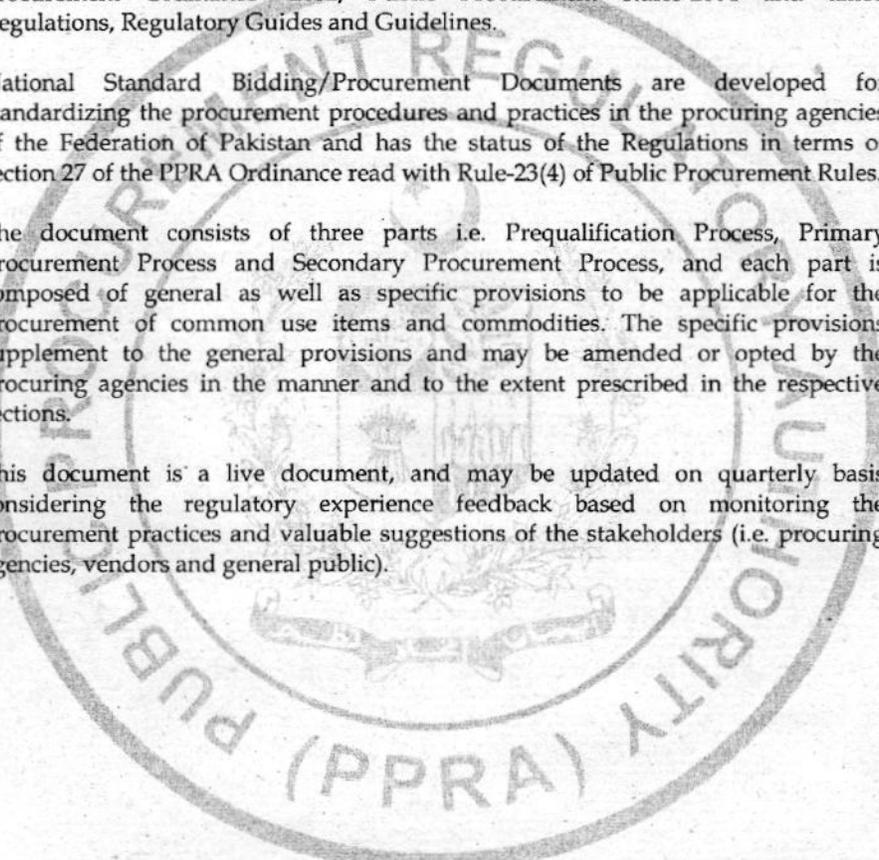
## PREFACE

Public Procurement is carried out in Pakistan in accordance with the provisions laid down in Public Procurement Regulatory Framework consisted of Public Procurement Ordinance- 2002; Public Procurement Rules-2004 and allied Regulations, Regulatory Guides and Guidelines.

National Standard Bidding/Procurement Documents are developed for standardizing the procurement procedures and practices in the procuring agencies of the Federation of Pakistan and has the status of the Regulations in terms of section 27 of the PPRA Ordinance read with Rule-23(4) of Public Procurement Rules.

The document consists of three parts i.e. Prequalification Process, Primary Procurement Process and Secondary Procurement Process, and each part is composed of general as well as specific provisions to be applicable for the procurement of common use items and commodities. The specific provisions supplement to the general provisions and may be amended or opted by the procuring agencies in the manner and to the extent prescribed in the respective sections.

This document is a live document, and may be updated on quarterly basis considering the regulatory experience feedback based on monitoring the procurement practices and valuable suggestions of the stakeholders (i.e. procuring agencies, vendors and general public).



## Brief of the Document

### Procurement Notice -

The attached template is the Invitation for Prequalification of Suppliers willing to sign 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 through 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 I contains provisions that are to be used by the Procuring Agencies without modification.

##### 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.



**Procurement Notice  
Standard Template**

**Invitation for Prequalification  
[For subsequent Framework Agreement(s)]**

***[Insert Name of the Procuring Agency]***

1. The *[insert name of the Procuring Agency]* *[has sufficient/has received/has applied for/intends to apply for]* funds from *[its own resources/the Government of Pakistan/insert the national/international financial institute]* toward the expenditure of the *[insert name of the project or particular procurement]*, and intends to apply part of the proceeds toward payments under the contract or contracts for *[insert title of contract]*.
2. The *[insert name of the Procuring Agency]* intends to prequalify suppliers for Invitation to Bid(s), and sign the framework agreement(s) with the selected bidder(s) subsequent to bidding process in case of Closed Framework Agreement(s).
3. The objective of the intended Closed framework agreement(s) is the on-demand supply of *[insert a brief description of the type(s) and estimated quantity of goods and related services to be procured]* at *[insert location]* 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.
4. Only the prequalified applicants shall be entitled to participate in the procurement proceedings, and it is expected that the Invitation to Bids will be made to the Prequalified Applicants in *[insert month and year]* and Closed Framework Agreement(s) will be signed b/w the Procuring Agency and the successful bidder(s) as Framework Agreement Suppliers in *[insert month and year]* for the period of *[insert year(s) and month(s)]*.
5. Prequalification process is open for all *[insert national or international]* Applicants subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may obtain further information from the *[insert name of Procuring Agency]* at the address mentioned below *[insert address at end of document]* during office hours *[insert office hours if applicable, e.g. 0900 to 1700 hours]*.
6. A complete set of Prequalification Documents in *[insert name of language]* may be

purchased by interested Applicants on the submission of a written Application to the address mentioned below and upon payment of a nonrefundable fee of [insert amount in local currency] or [insert amount in specified convertible currency]. The method of payment will be [insert method of payment]. The documents will be provided [directly or through e-mail] to the Potential Applicants, and essential record shall be maintained by the Procuring Agency for providing information regarding amendment(s), if any, in Prequalification Documents.

OR

A complete set of Prequalification Documents in [insert name of language] may be downloaded from the website [insert the website address of the Procuring Agency] after signing up and giving necessary details, which will be required for keeping the record of potential applications, who are also instructed to remain in touch with the respective web-link for observing amendment(s), if any, in Prequalification Documents.

7. Applications for Prequalification should be submitted in clearly marked envelopes and delivered to the address mentioned below latest by [insert time] on [insert date]. Late Applications will be rejected.

[Insert name and designation of the Principal Accounting Officer or Project Director or Project Manager]

[Insert name of the Department and Procuring Agency]

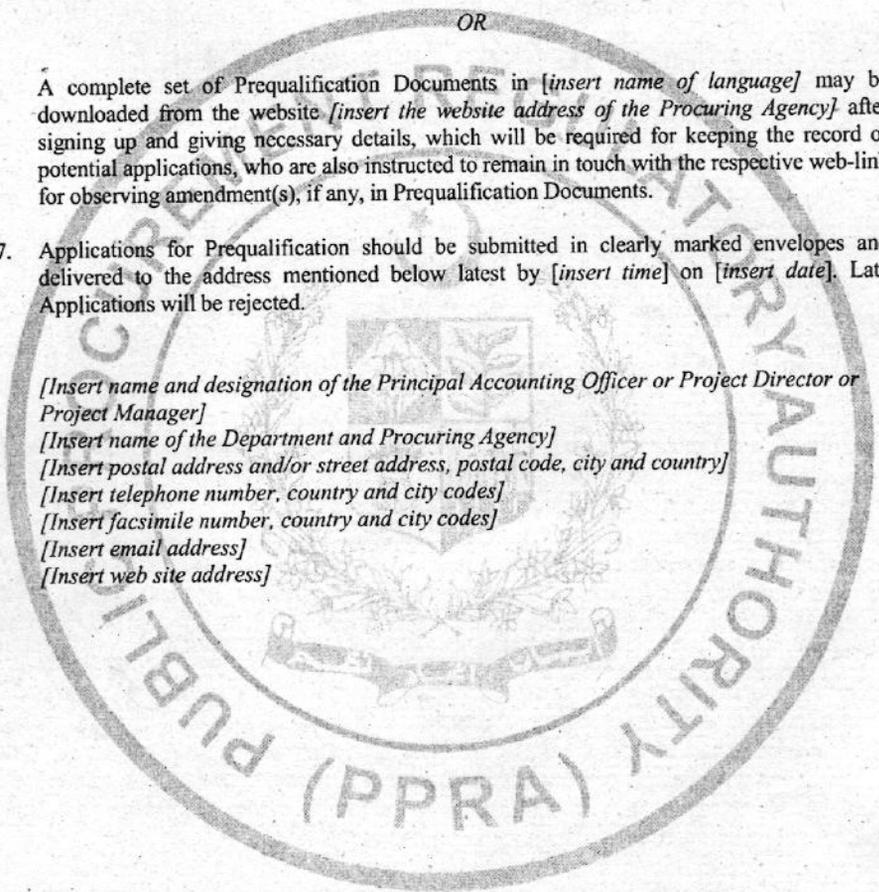
[Insert postal address and/or street address, postal code, city and country]

[Insert telephone number, country and city codes]

[Insert facsimile number, country and city codes]

[Insert email address]

[Insert web site address]



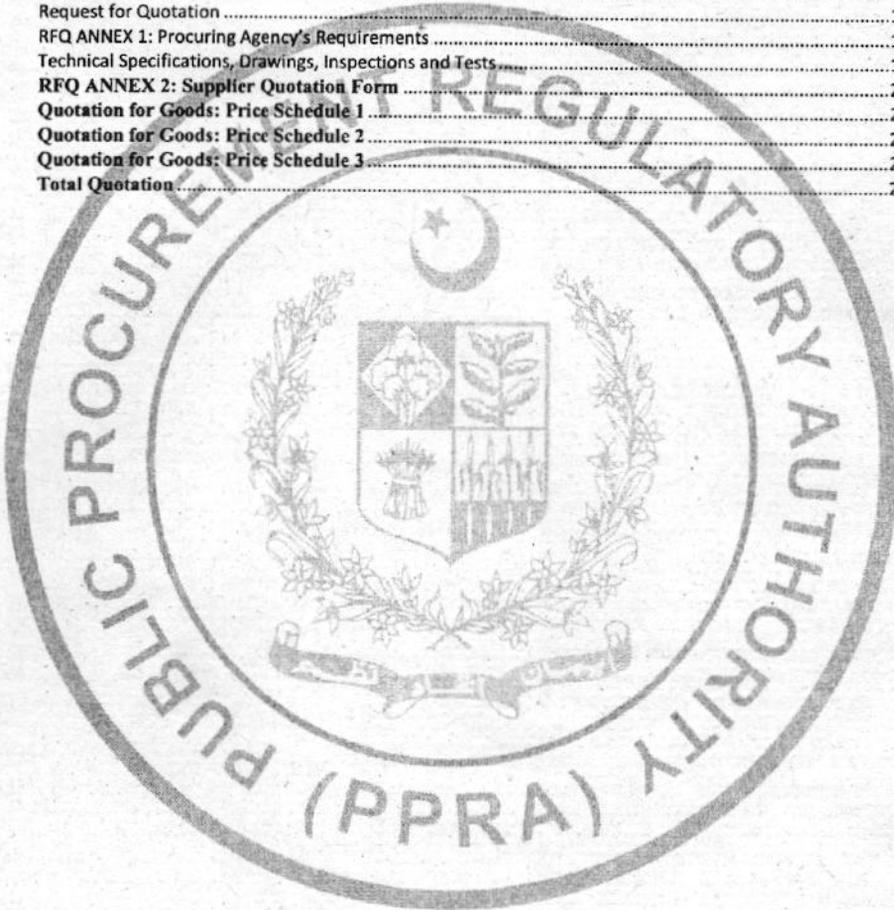
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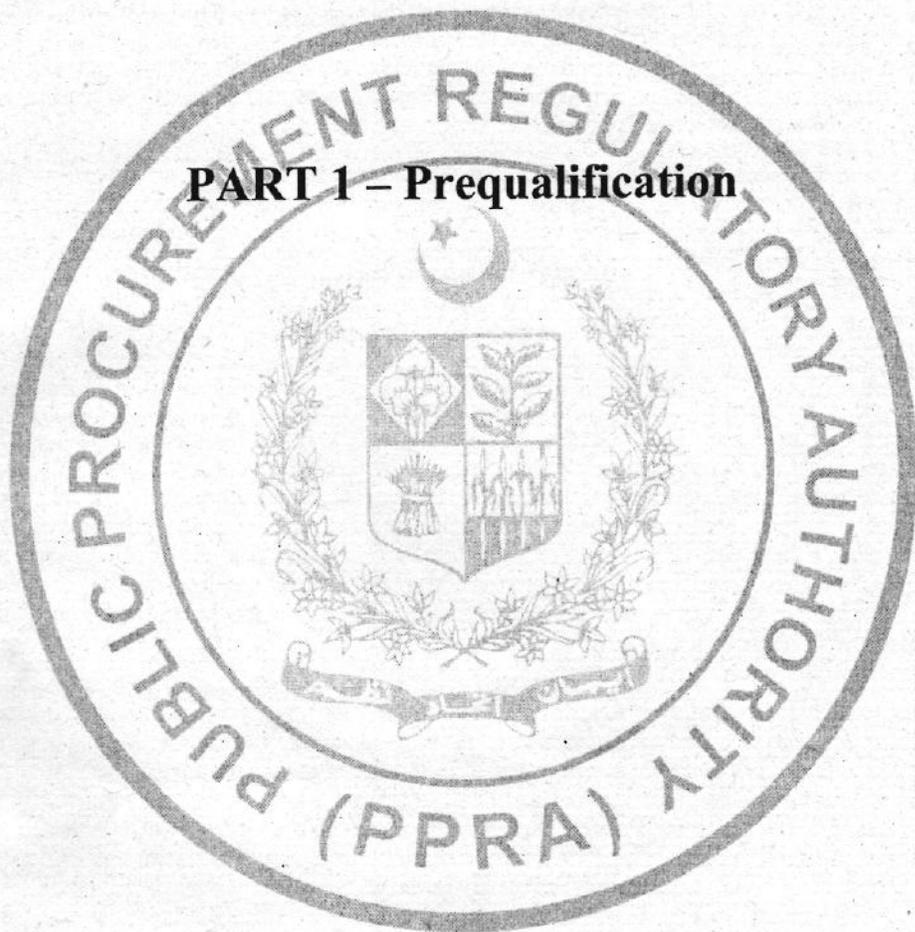
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**PART 1 – Prequalification**

## Section I - Instructions to Applicants

### A. General

<b>1. Scope of Application</b>	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).
<b>2. Source of Funds</b>	2.1 Source of funds is same as referred in Invitation for Prequalification.
<b>3. Fraud and Corruption</b>	<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>
<b>4. Eligible</b>	4.1 An Applicant may be a private entity, a state-owned enterprise or

<p><b>Applicants</b></p>	<p>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.</p> <p>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 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</p>

	<p>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> <p>(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</p> <p>(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.</p>
	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>B. Contents of the Prequalification Documents</b>	
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><b>PART 1 Prequalification Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I - Instructions to Applicants (ITA)</li> <li>• Section II - Prequalification Data Sheet (PDS)</li> </ul>

	<ul style="list-style-type: none"> <li>• Section III - Qualification Criteria and Requirements</li> <li>• Section IV - Application Forms</li> <li>• Section V - Eligible Countries</li> <li>• Section VI - Fraud and Corruption</li> </ul> <p><b>PART 2 Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• Section VII - Schedule of Requirements</li> </ul>
	<p>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.</p>
	<p>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.</p>
<p><b>7. Clarification of Prequalification Documents and Pre-Application Meeting</b></p>	<p>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 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</p>

	<p>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>
<b>8. Amendment of Prequalification Documents</b>	<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:</p> <p>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:</p> <p>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>
<b>C. Preparation of Applications</b>	
<b>9. Cost of Applications</b>	<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</p>

	or outcome of the Prequalification process.
<b>10. Language of Application</b>	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.
<b>11. Documents Comprising the Application</b>	11.1 The Application shall comprise the following: <ul style="list-style-type: none"> <li>(a) <b>Application Submission Letter</b>, in accordance with ITA 12.1;</li> <li>(b) <b>Eligibility</b>: documentary evidence establishing the Applicant's eligibility, in accordance with ITA 13.1;</li> <li>(c) <b>Qualifications</b>: documentary evidence establishing the Applicant's qualifications, in accordance with ITA 14; and</li> <li>(d) any other document required as specified in the PDS.</li> </ul>
<b>12. Application Submission Letter</b>	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.
<b>13. Documents Establishing the Eligibility of the Applicant</b>	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).
<b>14. Documents Establishing the Qualifications of the Applicant</b>	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>14.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Pak Rupee equivalent using the rate of exchange determined as follows:</p> <ul style="list-style-type: none"> <li>(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).</li> <li>(b) value of single contract - Exchange rate prevailing on the date of the contract.</li> </ul> <p>14.3 Exchange rates shall be taken from the publicly available source</p>

	<p>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> <p>(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;</p> <p>(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>
<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><b>D. Submission of Applications</b></p>	
<p>16. Sealing and Identification of Applications</p>	<p>16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:</p> <p>(a) bear the name and address of the Applicant;</p>

	<p>(b) be addressed to the Procuring Agency, in accordance with ITA 17.1; and</p> <p>(c) bear the specific identification of this Prequalification process indicated in the PDS reference ITA 1.1.</p> <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>
<b>17. Deadline for Submission of Applications</b>	<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>
<b>18. Late Applications</b>	<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>
<b>19. Opening of Applications</b>	<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</p>

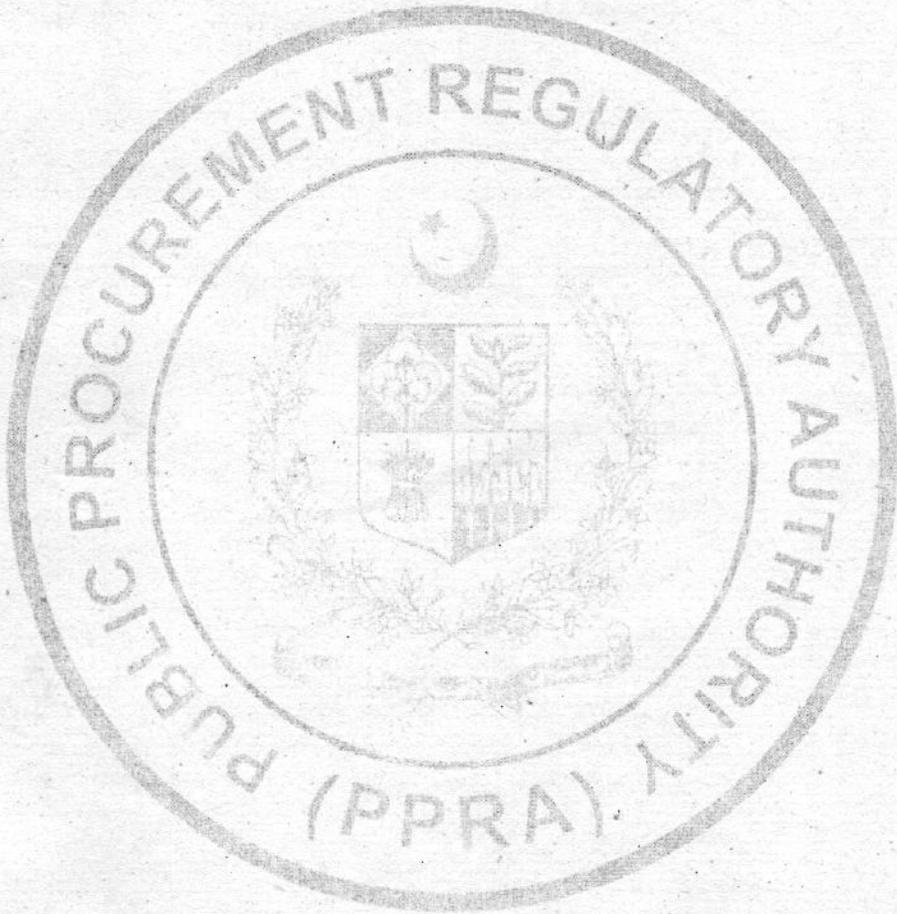
Applicants.	
<b>E. Procedures for Evaluation of Applications</b>	
<b>20. Confidentiality</b>	20.1 Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the Prequalification process until the notification of 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.
<b>21. Clarification of Applications</b>	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.
<b>22. Responsiveness of Applications</b>	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.
<b>23. Margin of Preference</b>	23.1 Unless otherwise specified in the PDS, a margin of preference shall not apply in the Bidding process resulting from this Prequalification.
<b>24. Sub-contractors</b>	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.
<b>F. Evaluation of Applications and Prequalification of Applicants</b>	
<b>25. Evaluation</b>	25.1 The Procuring Agency shall use the factors, methods, criteria, and

<b>of Applications</b>	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 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. 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.
<b>26. Procuring Agency's Right to Accept or Reject Applications</b>	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.
<b>27. Prequalification of Applicants</b>	27.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Agency. 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. 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.

<b>28. Notification of Prequalification</b>	<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>
<b>29. Request for Bids</b>	<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>
<b>30. Changes in Qualifications of Applicants</b>	<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"> <li>(a) a prequalified Applicant proposes to associate with a disqualified Applicant or in case of a disqualified joint venture, any of its members;</li> <li>(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</li> <li>(c) in the opinion of the Procuring Agency, the change may result in a substantial reduction in competition.</li> </ul> <p>30.2 Any such change should be submitted to the Procuring Agency before the date of "Invitation to Bids".</p>

<b>31. Constitution of Grievance Redressal</b> Section II, Prequalification	<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 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.</p>
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<p><b>32. Mechanism of Blacklisting</b></p> <p>Section II. Prequalification</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"> <li>i. Involved in corrupt and fraudulent practices as defined under rule-2;</li> <li>ii. Fails to perform his contractual obligations; or</li> <li>iii. Fails to abide by bid securing declaration.</li> </ul> <p>32.1 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"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and</li> <li>iii. Fails to abide by the id securing declaration;</li> </ul> <p>32.2 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>32.3 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>32.4 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>32.5 In case the bidder or contractor submits written reply of the 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>32.6 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>
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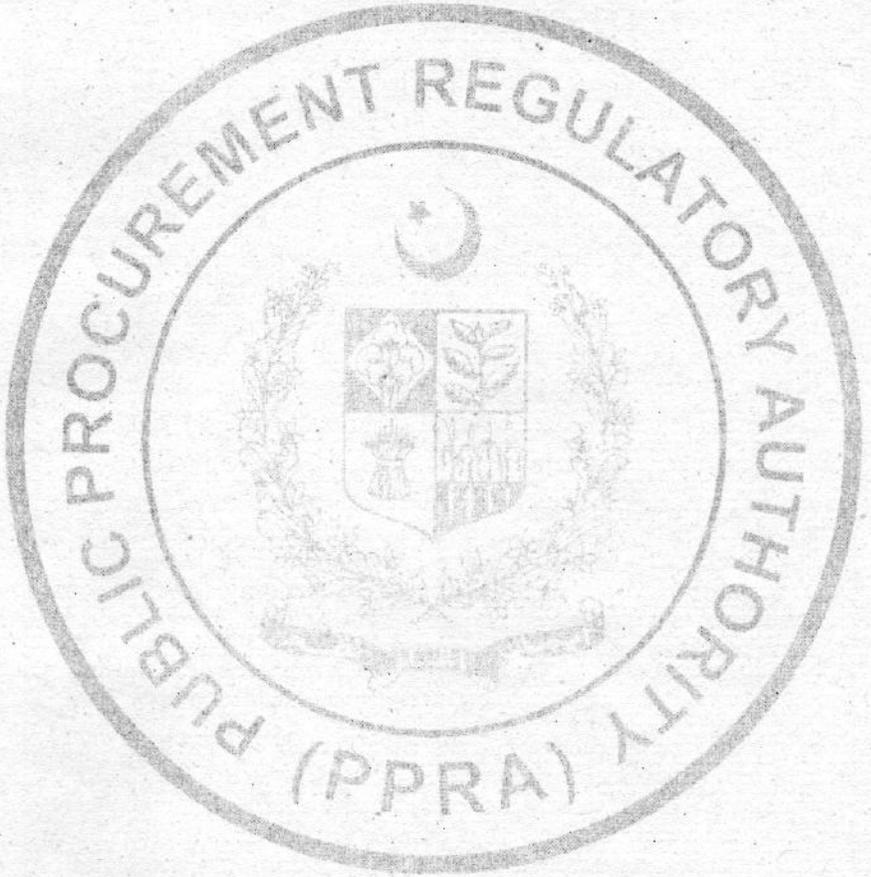
**Section II - Prequalification Data Sheet (PDS)**

**A. General**

ITA 1.1	<p>The identification number of the Invitation for Prequalification is: <i>[insert number]</i></p> <p>The Procuring Agency is: <i>[insert full name, including name of Procurement Officer, and address]</i></p> <p>The list of contracts is: <i>[insert number, names and identification numbers. If the Goods and Related services have not been divided into contracts, add the type of the Goods and Related services]</i></p>
ITA 2.1	<p>The name of the Procuring Agency is: <i>[insert name of the Procuring Agency]</i></p> <p>The name of the Project or Procurement is: <i>[insert name of the Project or the Procurement]</i></p>
ITA 4.2	<p>Maximum number of members in the JV shall be: <i>[insert a number or insert "not limited"]</i></p>
ITA 4.7	<p>A list of debarred firms and individuals is available on the PPRA's website: <a href="http://www.ppra.org.pk">http://www.ppra.org.pk</a></p>
<b>B. Contents of the Prequalification Document</b>	
ITA 7.1	<p><b>For clarification purposes</b>, the Procuring Agency's address is:</p> <p><i>[insert information or state "same as in ITA1.1 above"]</i></p> <p>Attention: <i>[insert name and room number of Project/Procurement Officer]</i></p> <p>Address: <i>[insert street name and number]</i></p> <p><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>[insert telephone number including country and city codes]</i></p> <p>Fax number: <i>[insert fax number including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address of Project Officer]</i></p>
ITA 7.1 & 8.2	<p>Web page: <i>[In case used, identify the widely used website or electronic portal of free access where Prequalification information is published]</i></p>
ITA 7.2	<p>Pre-Application Meeting will be held: <i>[Yes/No]</i></p> <p><i>[If Yes, please add the address, date and time of the meeting]</i></p>
<b>C. Preparation of Applications</b>	
ITA 10.1	<p>This Prequalification document has been issued in the <i>[Insert "English" or</i></p>

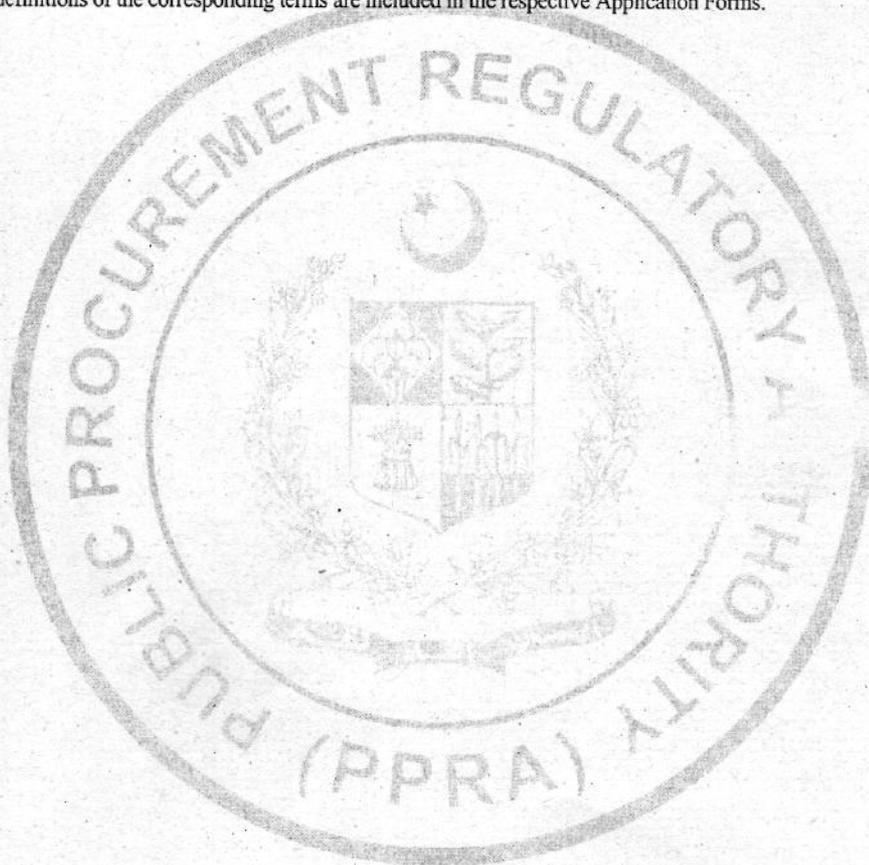
	<p>"Urdu" or any other language of the country in whose territory the Procuring Agency is situated] language.</p> <p>[Note: In case the language is except English or Urdu, the original documentation shall be in English or Urdu, which shall be retained on record; for all other purposes their translations in local language shall be used. In case of the dispute reference shall be made to the original documentation retained on record.</p>
ITA 11.1 (d)	<p>The Applicant shall submit with its Application, the following additional documents:</p> <p>[insert list of additional documents]</p>
ITA 14.2	<p>The source for determining exchange rates is [insert a publicly available source]</p>
ITA 15.2	<p>In addition to the original, the number of copies to be submitted with the Application is: [insert number of copies]</p>
<b>D. Submission of Applications</b>	
ITA 17.1	<p><b>The deadline for Application submission is:</b></p> <p>Date: [insert date]</p> <p>Time: [insert time]</p> <p>[The time allowed for preparation and submission of the Prequalification Document should be sufficient for Applicants to gather all the information required, but in any case, not less than fifteen days for national prequalification and thirty days for international prequalification, after the date when the documents are available for distribution or the date of the advertisement, whichever is later. This period may be longer for very large projects, where time should be allowed for the formation of joint ventures and assembly of the necessary resources.]</p> <p><b>For Application submission purposes only, the Procuring Agency's address is:</b></p> <p>[insert information requested below or insert "Procuring Agency's address is the same as that indicated in 1.1]</p> <p>Attention: [insert name and room number of Project/Procurement Officer]</p> <p>Address: [insert street name and number]</p> <p>[insert floor and room number, if applicable]</p> <p>City: [insert name of city or town]</p> <p>ZIP Code: [insert postal (ZIP) code, if applicable]</p> <p>Country: [insert name of country]</p>

	<p>Telephone: <i>[insert telephone number including country and city codes]</i></p> <p>Facsimile number: <i>[insert fax number including country and city codes]</i></p> <p>Email address: <i>[insert e-mail address of Project Officer]</i></p> <p>Applicants <i>[insert "shall" or "shall not"]</i> have the option of submitting their Applications electronically.</p> <p><i>[The following provision should be included and the required corresponding information inserted only if Applicants have the option of submitting their Applications electronically. Otherwise omit.]</i></p> <p>The electronic Application submission procedures shall be: <i>[insert a description of the electronic Application submission procedures.]</i></p>
ITA 19.1	The opening of the Applications shall be at <i>[Insert date, time and address]</i>
ITA 19.2	<p><i>[The following provision should be included and the required corresponding information inserted only if Applicants have the option of submitting their Applications electronically. Otherwise omit.]</i></p> <p>The electronic Application opening procedures shall be: <i>[insert a description of the electronic Application opening procedures.]</i></p>
<b>E. Procedures for Evaluation of Applications</b>	
ITA 23.1	<p><i>[The following provision should be included and the required corresponding information inserted only if the Procurement Plan authorizes the Application of a margin of preference and the Procuring Agency intends to apply it to the subject contract. Otherwise omit]</i></p> <p>A margin of domestic preference <i>[insert either "shall" or "shall not"]</i> apply</p>
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 or fax), to:</p> <p><b>For the attention:</b> <i>[insert full name of the Chair or Secretary of the Grievance Redressal Committee]</i></p> <p><b>Title/position:</b> <i>[insert title/position]</i></p> <p><b>Procuring Agency:</b> <i>[insert name of Procuring Agency]</i></p> <p><b>Email address:</b> <i>[insert email address]</i></p> <p><b>Fax number:</b> <i>[insert fax number] delete if not used</i></p> <p>In summary, at this stage, a Prequalification related Complaint may challenge any of the following:</p> <p>the terms of the Prequalification Documents; and</p> <p>the Procuring Agency's decision not to prequalify an Applicant.</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.



## Section III – Qualification Criteria and Requirements

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Eligibility and Qualification Criteria		Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
				All Members Combined	Each Member	
<b>1. Eligibility</b>						
1.1	Nationality	Nationality in accordance with ITA 4.5	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1 with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITA 4.6	Must meet requirement	Must meet requirement	Must meet requirement	Application Submission Letter
1.3	Eligibility	Not having been declared ineligible as described in ITA 4.7 and 5.1	Must meet requirement	Must meet requirement	Must meet requirement	Application Submission Letter
1.4	State-owned enterprise of	Meet conditions of ITA 4.8	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1 with attachments
<b>2. Historical Contract Non-Performance</b>						
2.1	History of Non-Performing Contracts	Not debarred due to any Non-performance of contract or deviation from Bid Securing Declaration in accordance with the provision of Rule-19 of PP Rules or the period of debarment has been over.	Must meet requirement	Must meet requirements	Must meet requirement <sup>1</sup>	Form PER-1
2.2	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant	Must meet requirement	N/A	Must meet requirement	Form PER-1
<b>3. Financial Situation and Performance</b>						

<sup>1</sup> This requirement also applies to contracts executed by the Applicant as JV member.

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Members Combined	Each Member	One Member	Submission Requirements
3.1	Financial Capabilities	The audited balance sheets or other financial statements acceptable to the Procuring Agency, for the last <i>[insert number]</i> years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN - 1
3.2	Average Annual Turnover	Average annual turnover (Average Annual Sales Revenue) from supply of Goods of PKR <i>[insert amount in PKR equivalent in words and figures]</i> , calculated as total certified payments received for contracts in progress and/or completed during the last three years. <i>[insert a figure which is at least twice the estimated contract amount]</i>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN - 2
3.3	Current Contractual Commitments	The Applicant shall also demonstrate, to the satisfaction of the Procuring Agency, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.					Form CON - 1

## Section III – Qualification Criteria and Requirements

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
		Single Entity	All Members Combined	Joint Venture (existing or intended) Each Member		One Member	
No.	Subject	Requirement	Single Entity	All Members Combined	Joint Venture (existing or intended) Each Member	One Member	Submission Requirements
<b>4. Experience</b>							
4.1	General Experience	Experience in supply of Goods for at least the last [insert number of years] years.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – I
4.2 (a)	Specific Experience	(i) Documentary evidence of qualifications to perform the Contract in accordance with 4.2 (b)(i) below (ii) Technical and Production Capability in accordance with 4.2(b)(ii) as below. (iii) Experience on Packaging, Distribution in accordance with 4.2(b)(iii) below. (iv) Registration Requirement in accordance with 4.2(b)(iv) below.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Must meet requirement
4.2 (b)	See below for details		Must meet requirement	Must meet requirement	N/A	Must meet requirement	Must meet requirement

### Specific Experience Requirements

The Specific Experience Requirements under 4.2 (b) are as follows:

#### 4.2 (b)(i) Documentary evidence

The following documents must be included with the Application:

**Documentary evidence** of the Applicant's qualifications to perform the Contract if it's application is accepted:

- (i) that, in the case of an Applicant offering to supply Goods under the Contract that the Applicant manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Applicant:
  - (a) is incorporated in the country of manufacture of the Goods;
  - (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods;
  - (c) has manufactured and marketed the specific goods covered by this Prequalification Document, for at least two (2) years, and for similar Goods for at least five (5) years;
  - (d) has received a satisfactory certificates issued by relevant regulatory authorities in Pakistan or in case of international bidding, GMP (Good Manufacturing Practice) inspection certificate in line with the [insert the name of institute] certification scheme on [insert the name of respective goods] moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods; and has demonstrated compliance with the quality standards during the past two years prior to Application submission;
- (ii) that, in the case of an Applicant offering to supply Goods under the Contract that the Applicant does not manufacture or otherwise produce,
  - (a) that the Applicant has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in the Procuring Agency's Country using the Manufacturer Authorization Form; and
- (iii) the Applicant shall also submit the following additional information:
  - (a) a statement of installed manufacturing capacity;
  - (b) details of on-site quality control laboratory facilities and services and range of tests conducted;
  - (c) list of major supply contracts conducted within the last three years.

**4.2(b)(ii) Technical and Production Capability**

The Applicant shall provide evidence that it has the technical, and production capability necessary to perform the Contract:

- (i) that it has successfully completed or substantially completed at least [insert number] similar contracts for supply of the goods and within the last five years. [The number of similar contracts required should be not less than three and not more than five (normally four), depending on the size and complexity of the subject contract]. Similar contracts are those of approximately the same size and that includes comparable products, e.g., [insert the names of goods].

The goods may have been supplied by the Applicant as a manufacturer or by its agent, with references being submitted to confirm satisfactory performance,

- (ii) that it has achieved an annual average production rate of \_\_\_\_\_ [The annual production rate required should be at least equivalent to the quantities specified under the contract] during the last three years.

**4.2 (b)(iii) Experience on Packaging, Distribution and Transportation**

The Applicant should provide proof of experience with and knowledge of modes of packing, distribution, and transportation of [insert the name of respective goods] similar to those subject to bidding under logistical and climatic conditions similar to the ones in the Procuring Agency's country. It should provide names of countries [Not applicable for National competitive Bidding] to which the Applicant has supplied (including packaged, distributed, and transported) products worth at least the amount [insert the amount] within the past three years.

**4.2(b)(iv) Registration Requirements**

The Goods to be supplied under the Contract shall be registered with the relevant authority in the Procuring Agency's country. An Applicant who has already registered its Goods by the time of Prequalification should submit a copy of the Registration Certificate with its Application (subject to subsequent confirmation at Bid submission). An Applicant who has not registered its goods subject of Bidding and wishes to commence the process of registration, should refer to the agency and contact person identified below. [insert name, address, telephone, e-mail address, and contact persons for registration offices, i.e., \_\_\_\_\_]

If Registration is a requirement in the country of the Procuring Agency, the bidding document for the Procurement of Goods and Related Services stipulates that:

A Bidder who has already registered the goods by the time of Bidding should submit a copy of the Registration Certificate with its Bid.

Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Procuring Agency either:

- (a) a copy of the Registration Certificate of the Goods for use in the Procuring Agency's country, or, if such Registration Certificate has not been obtained the applicant may be disqualified;
- (b) evidence establishing to the Procuring Agency's satisfaction that the Applicant has complied with the following documentary requirements in order to register the Goods to be supplied under the Contract: *[insert documentary requirements]*





**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 <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:			

## Section IV – Application Forms

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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 statements<sup>1</sup> for the [number] years required above; and complying with the requirements.

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

**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

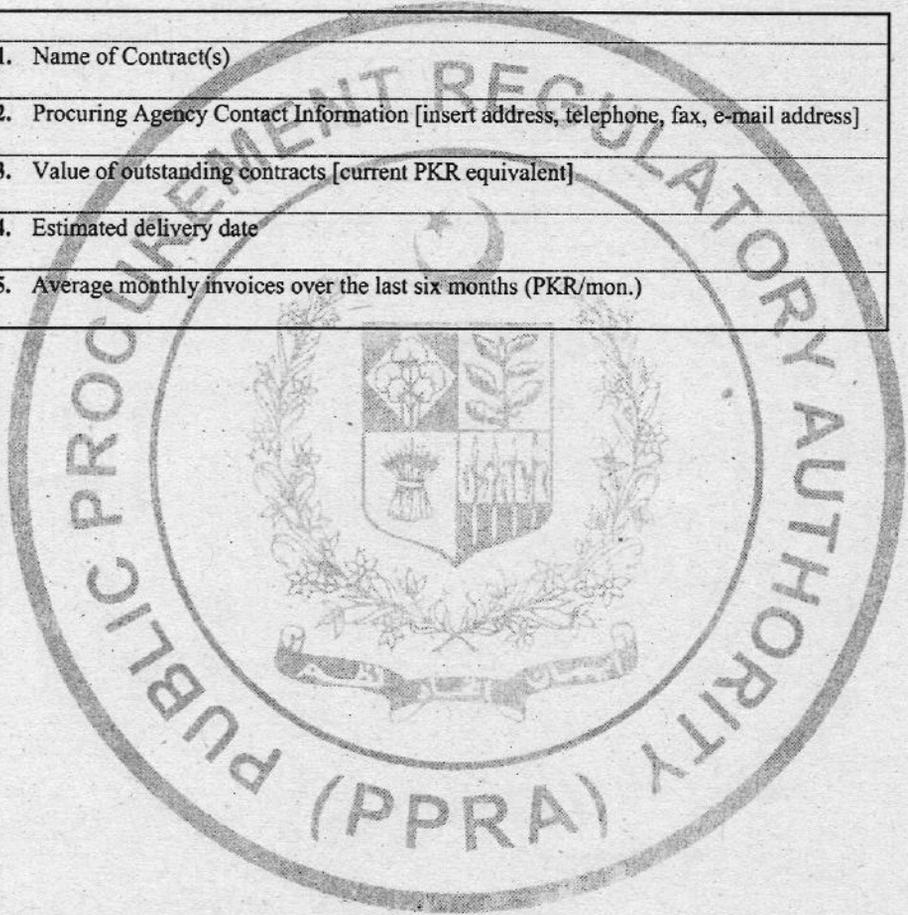
Annual turnover data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

\* 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 [insert amount] 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 rate)

## Section IV – Application Forms

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[insert year]	[insert amount]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: [insert full name] Address of Procuring Agency: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Agency" or "Supplier"] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <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.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: [insert full name] Address of Procuring Agency: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Agency" or "Supplier"] Court/ arbitral award decision: [Indicate if the award decision was against the Applicant or any member of a joint venture.]y]	[insert amount]

### 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]*

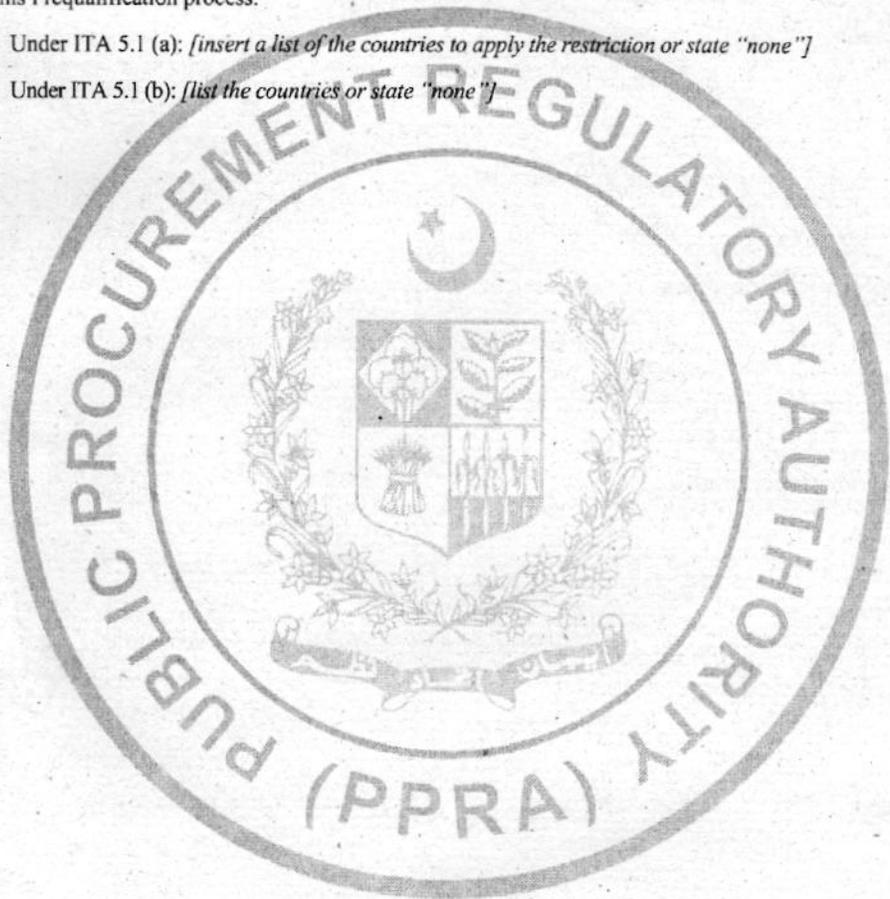
## Section V - Eligible Countries

### 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): *[insert a list of the countries to apply the restriction or state "none"]*

Under ITA 5.1 (b): *[list the countries or state "none"]*





**Section VI – Scope of Supply**

## Section VII – Schedule of Requirements

*[Insert name of goods]*



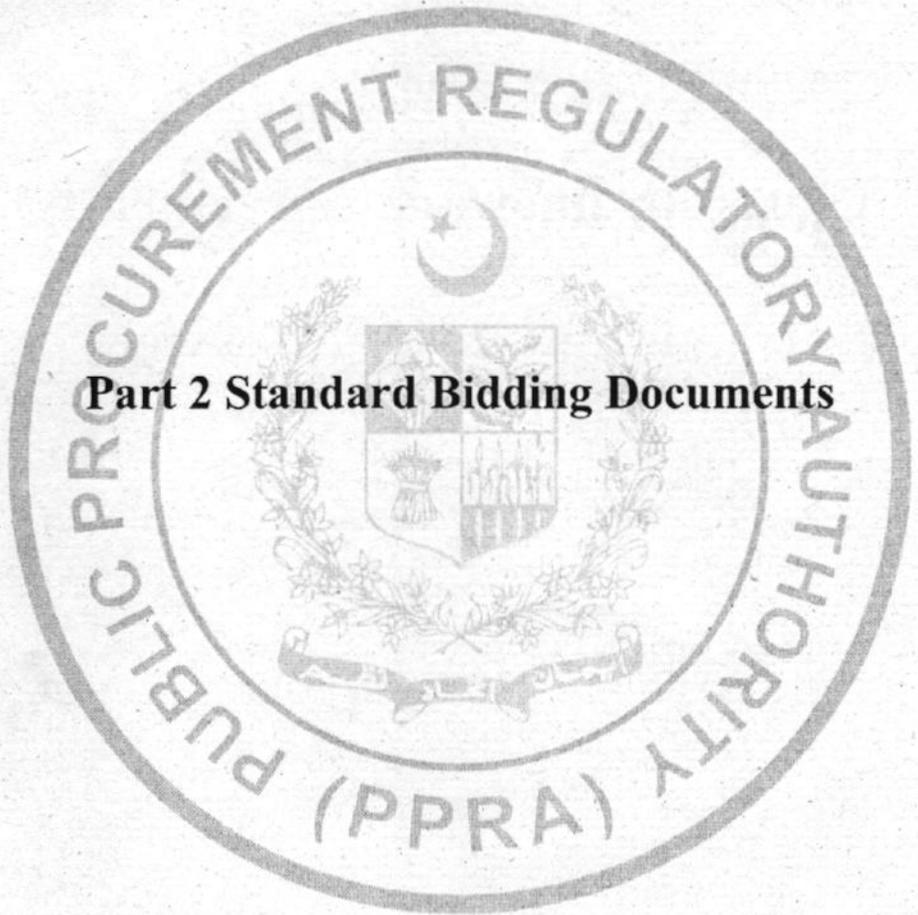
**1. Scope of Supply**



1.

2. Delivery Schedule





**Part 2 Standard Bidding Documents**

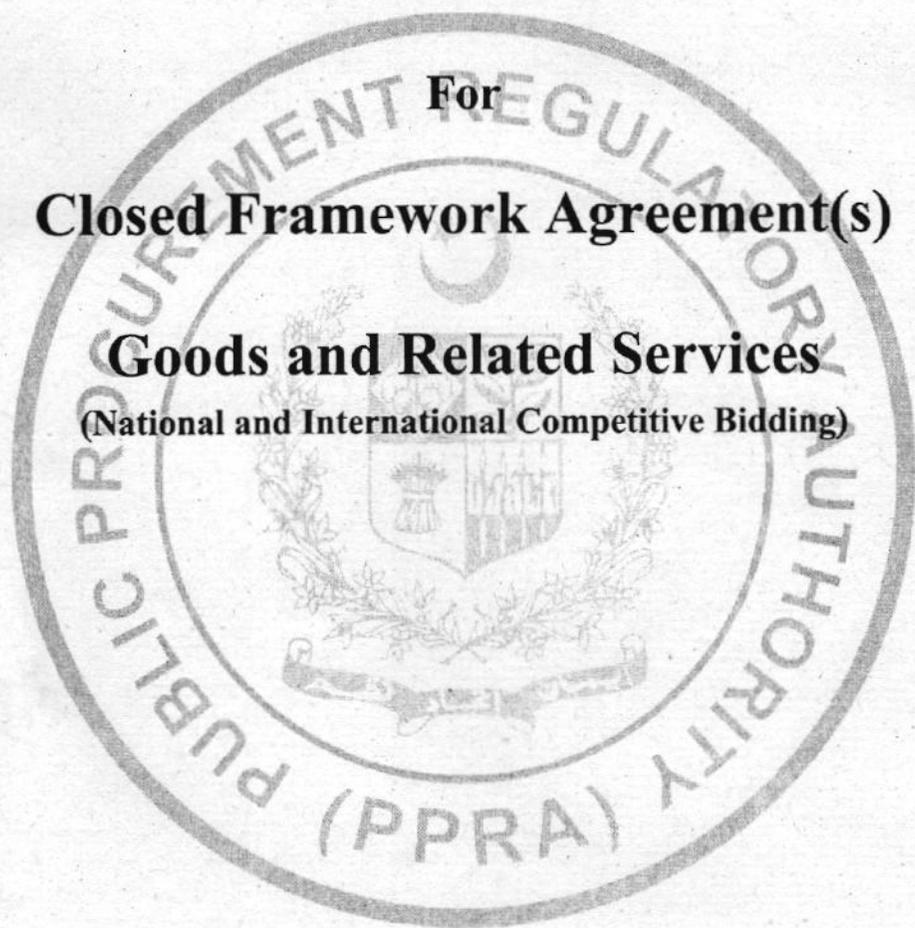
# **STANDARD BIDDING DOCUMENTS**

**For**

**Closed Framework Agreement(s)**

**Goods and Related Services**

**(National and International Competitive Bidding)**



## Section I-A. Instructions to Bidders

<b>1. General</b>	
<b>1. Scope of Bid</b>	<p>a) In connection with the "Invitation for Prequalification" and subsequent prequalification of the Applicants, the Procuring Agency, as specified in the Bid Data Sheet (BDS), issues this set of Bidding Documents to the Prequalified Applicants inviting them to take part in the Primary Procurement Process for the procurement of Goods and Related services, and this process may lead to Closed Framework Agreement(s) being concluded with the successful Bidder(s). The name (including identification) of this Invitation to Bid is specified in the BDS.</p> <p>b) Throughout this set of Bidding Documents:</p> <p>c) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the BDS) with proof of receipt;</p> <p>d) if the context so requires, "singular" means "plural" and vice versa;</p> <p>e) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Agency. It excludes the official public holidays;</p> <p>f) "Call-off Contract" means a contract awarded, under Closed Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services;</p> <p>g) "Closed Framework Agreement" means an agreement with specified terms and conditions with an agreed base price;</p> <p>h) "Delivery Period" is the specified period from the date of formation of a Call-off contract for delivery of the Goods, as per the applicable terms and conditions and/or the Incoterms (as the case may be).</p> <p>i) "Framework Agreement (FA)" means a contractual arrangement which allows a procuring agency to procure goods, services or works that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders;]</p>

	<p>j) "FA Supplier" means a Supplier with whom Frame Agreement is (or is to be) made;</p> <p>k) "Goods" means all goods, materials or items that the FA Supplier is required to supply to the Procuring Agency under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in Part-2 (Supply Requirements), and as a part of the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services;</p> <p>l) "Multi-Supplier Framework Agreement" means where more than one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;</p> <p>m) "Primary Procurement Process" means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in the RFB portion of FA SBD;</p> <p>n) "Related Services" means the services (if applicable) incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in Framework Agreement (Schedule 1: Schedule of Requirements), and specifically described in a Call-off Contract;</p> <p>o) "Secondary Procurement Process" means the process described in the Framework Agreement and followed by a Procuring Agency to select a FA Supplier, and award a Call-off Contract for the supply of Goods;</p> <p>p) "Single-Supplier Framework Agreement" means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;</p> <p>q) "Supplier" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract (through Secondary Procurement Process), to deliver the Goods (and, if applicable Related Services) as and when required through Call-off Contract A Supplier may also be referred to as a "FA Supplier";</p> <p>r) "Term" mean the duration of a Framework Agreement starting on the Commencement Date.</p>
<p><b>2. Source of Funds</b></p>	<p>1.1 Source of funds is same as referred in Invitation for Prequalification.</p>

	<p>1.2 Payments will be made directly by the Procuring Agency (or by financing institution as specified in the BDS upon request of the Procuring Agency to so pay) for each deliverable and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Agency.</p>
<p><b>3. Fraud and Corruption</b></p>	<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 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 Bidder 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 a 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>1.5 Procuring Agency will also declare the Bidder as blacklisted and predefined standard mechanism.</p>
<p><b>4. Eligible Bidders</b></p>	<p>All the ITAs regarding "Eligible Applicants" shall mutatis mutandis apply, however the ITA regarding Conflict of Interest Clause is further elaborated ITB 4.2.</p> <p>A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <p>a) directly or indirectly controls, is controlled by or is</p>

	<p>1.7 For purposes of this ITB, the term "Goods" includes commodities, raw materials, machinery and equipment; and "Related Services" includes services such as insurance, installation, training, and maintenance.</p> <p>1.8 The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
<b>2. Contents of the Bidding Documents</b>	
<p><b>6. Sections of Bidding Documents</b></p>	<p>1.9 The Bidding documents consists of Parts 1A, 2A, 3, and 4, which include all sections, schedules, annexes, and should be read in conjunction with any addenda issued in accordance with ITB 8.</p> <p><b>PART 1 A- Bidding Procedures</b></p> <p>Section I A- Instructions to Bidders (ITB)</p> <p>Section II A- Bidding Data Sheet (BDS)</p> <p>Section III A- Evaluation Criteria</p> <p>Section IV A - Bidding Forms</p> <p>Section V A - Eligible Countries (Same as that of Section V of Part 1 - Prequalification Process)</p>
	<p><b>PART 2 A - Supply Requirements</b></p> <p>Section VII A - Schedule of Requirement (Same as that of Section VII of Part 2 - Prequalification Process, however, with some amendments if applicable)</p> <p><b>PART 3 - Procuring Agency Forms</b></p> <p><b>PART 4 - Framework Agreement (FA)</b></p> <p>Section A: Framework Agreement General Provisions</p> <p>Section B: Framework Agreement Specific Provisions</p> <p>SCHEDULE 1: Schedule of Requirements</p> <p>SCHEDULE 2: Price Schedules</p> <p>SCHEDULE 3: Secondary Procurement Process</p>

	<p>under common control with another Bidder;</p> <p>b) receives or has received any direct or indirect subsidy from another Bidder;</p> <p>c) has the same legal representative as another Bidder;</p> <p>d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process;</p> <p>e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Bid;</p> <p>f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Procuring Agency or Borrower in implementing the Framework Agreement or a Call-off Contract; or</p> <p>g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1.</p> <p>h) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>i) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the funds) who:</p> <p>j) 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</p> <p>k) 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.</p>
<p><b>5. Eligible Goods and Related Services</b></p>	<p>1.6. All the Goods and Related Services to be supplied under a Call-off Contract awarded under a Framework Agreement, may have their origin in any country in accordance with Section V (Eligible Countries).</p>

	<p>SCHEDULE 4: Call-off Contract General Conditions of Contract</p> <p>SCHEDULE 5: Secondary Procurement Forms</p>
	<p>1.10 Unless obtained directly from the Procuring Agency after the conclusion of Prequalification Process, the Procuring Agency is not responsible for the completeness of the documents, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>1.11 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents and to furnish with its Bid all information or documentation as is required by the Bidding documents.</p>
<p>7. Clarification of Bidding Documents</p>	<p>1.12 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency's address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding documents, the Procuring Agency shall amend the Bidding documents following the procedure under ITB 8 and in accordance with provisions of ITB 22.2.</p> <p>1.13 If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.</p>

	<p>1.14 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, 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 Bidders who have been prequalified and obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 8. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
<p><b>8. Amendment of Bidding Documents</b></p>	<p>1.15 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding documents by issuing addenda.</p> <p>1.16 Any Addendum issued shall be part of the Bidding documents and shall be communicated in writing to all who have obtained the Bidding documents from the Procuring Agency in accordance with ITB 6.3. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 7.1:</p> <p>Provided that a Bidder who had either already submitted their Bids or handed over the Bids to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Bid and submit the revised Bid prior to the original or extended Bid submission deadline.</p> <p>1.17 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2:</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>
<p><b>3. Preparation of Bids</b></p>	
<p><b>9. Cost of Bidding</b></p>	<p>1.18 ITA regarding "Cost of Applications" shall mutatis mutandis apply. (Insert proper clause)</p>

10. Language of Bid	1.19 ITA regarding "Language of Application" shall mutatis mutandis apply. (Insert proper clause)
11. Documents Comprising the Bid	<p>1.20 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>a) Letter of Bid prepared in accordance with ITB 12;</li> <li>b) Price Schedules: completed in accordance with ITB 12 and ITB 14;</li> <li>c) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;</li> <li>d) Eligibility of Goods and Related Services: documentary evidence in accordance with ITB 16 and ITB 30, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;</li> <li>e) Conformity: documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the Bidding documents; and</li> <li>f) any other documents required in the BDS.</li> </ul> <p>1.21 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members.</p> <p>1.22 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
12. Letter of Bid and Price Schedules	1.23 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV A (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	1.24 Alternative Bids shall not be permitted in this Primary Procurement process.
14. Bid Prices and Discounts	<p>1.25 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.</p> <p>1.26 Bidders shall provide their prices in the Price Schedules, as specified in the BDS.</p> <p>1.27 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be, as specified in the</p>

	<p>BDS.</p> <p>1.28 The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid, in accordance with ITB 12.1.</p> <p>1.29 For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.</p> <p>1.30 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the BDS.</p> <p>1.31 Prices shall be quoted as specified in each Price Schedule included in Section IV A, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Procuring Agency's right to award a Call-off contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V A (Eligible Countries). Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V A (Eligible Countries). Prices shall be entered in the following manner:</p> <p><b>a) For Goods manufactured in the Islamic Republic of Pakistan:</b></p> <p>(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;</p> <p>(ii) Sales tax and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Bidder as a FA Supplier); and</p> <p>(iii) the price for inland transportation, insurance, and other local services (if required) to convey the Goods to their final destination (Project Site) (if a Call-off</p>
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Contract is awarded to the Bidder as a FA Supplier) specified in the BDS.

**b) For Goods manufactured outside Islamic Republic of Pakistan, to be imported:**

- (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Agency's Country, as specified in the BDS;
- (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) (if a Call-off Contract is awarded to the Bidder as a FA Supplier), specified in the BDS;

**c) For Goods manufactured outside the Islamic Republic of Pakistan, already imported:**

- (i) the price of the Goods, including the original import value of the Goods, plus any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
- (iv) Sales Tax and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Bidder as a FA Supplier); and
- (v) the price for inland transportation, insurance, and other local services (if required) to convey the Goods from the named place of destination to their final destination (Project Site) (if a Call-off Contract is awarded to the Bidder as a FA Supplier), specified in the BDS.

for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in

	the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).
<b>15. Currencies of Bid and Payment</b>	<p>1.32 The currency (ies) of the Bid and the currency (ies) of payments shall be the same. The Bidder shall quote in the Pak Rupees, unless otherwise specified in the <b>BDS</b>.</p> <p>1.33 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than one foreign currencies in addition to the Pak Rupees.</p>
<b>16. Documents Establishing the Eligibility and Conformity of Goods</b>	<p>1.34 To establish the eligibility of the Goods and Related Services in accordance with <b>ITB 5</b>, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV A (Bidding Forms).</p> <p>1.35 To establish the conformity of the Goods and Related Services to the Bidding documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII A (Schedule of Requirements).</p> <p>1.36 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII A (Schedule of Requirements).</p> <p>1.37 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the <b>BDS</b> following acceptance of the Goods by the Procuring Agency (if a Call-off Contract is awarded to the Bidder as a FA Supplier).</p> <p>1.38 Standards for workmanship, process, material, and</p>

	<p>equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII A (Schedule of Requirements).</p>
<p><b>17. Documents Establishing the Eligibility and Qualifications of the Bidder</b></p>	<p>1.39 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV A (Bidding Forms).</p> <p>1.40 The documentary evidence of the Bidder'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> <p>(c) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV 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;</p> <p>(d) that, if required in the BDS, in case of a Bidder not doing business within the Pakistan (or where the procurement is being made), the Bidder 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>
<p><b>18. Period of Validity of Bids</b></p>	<p>1.41 Bids shall remain valid for the Bid Validity period specified in the BDS. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>1.42 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their</p>

	<p>Bids only once. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in <b>ITB 18.3</b>.</p> <p>1.43 If the conclusion of a Framework Agreement is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the Framework Agreement Base Price shall be determined as follows:</p> <ul style="list-style-type: none"> <li>(a) in the case of a fixed price Framework Agreement, the Base Price shall be the Bid price adjusted by the factor specified in the <b>BDS</b>;</li> <li>(b) in the case of an adjustable price Framework Agreement, no adjustment shall be made;</li> <li>(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.</li> </ul>
<p><b>19. No Bid Security or Bid Securing Declaration</b></p>	<p>1.44 No Bid Security is required in relation to this Primary Procurement process, however, the bidders may be required to sign Bid Securing Declaration.</p>
<p><b>20. Format and Signing of Bid</b></p>	<p>1.45 The Bidder shall prepare one original of the documents comprising the Bid as described in <b>ITB 11</b> and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the <b>BDS</b> and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>1.46 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>1.47 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the <b>BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed</p>

	<p>by the person signing the Bid.</p> <p>1.48 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative.</p>
<b>4. Submission and Opening of Bids</b>	
<b>21. Sealing and Marking of Bids</b>	<p>1.49 The Bidder shall deliver the Bid in a single, sealed envelope (Single Stage One Envelope Bidding Procedure). Within the single envelope, the Bidder shall place the following separate, sealed envelope</p> <p>(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and</p> <p>(b) in an envelope marked "COPIES", all required copies of the Bid; and,</p> <p>1.50 The inner and outer envelopes, shall:</p> <p>(c) bear the name and address of the Bidder;</p> <p>(d) be addressed to the Procuring Agency as specified in BDS;</p> <p>(e) bear the specific identification of this Bidding process indicated in ITB 1.1; and</p> <p>(f) bear a warning not to open before the time and date for Bid opening.</p> <p>1.51 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<b>22. Deadline for Submission of Bids</b>	<p>1.52 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.</p> <p>1.53 If required in accordance with the provisions of ITB 8.3, the Procuring Agency will extend the deadline for the submission of Bids, in which case all rights and obligations of the Procuring Agency and the Bidder subject to the previous deadline shall thereafter be</p>

	subject to the deadline as extended.
<b>23. Late Bids</b>	1.54 The Procuring Agency shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with <b>ITB 22</b> . Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p>1.55 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with <b>ITB 20.3</b>, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <p>(a) prepared and submitted in accordance with <b>ITB 20</b> and <b>ITB 21</b> (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</p> <p>(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with <b>ITB 22</b>.</p> <p>1.56 Bids requested to be withdrawn in accordance with <b>ITB 24.1</b> shall be returned unopened to the Bidders.</p> <p>1.57 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p>
<b>25. Bid Opening</b>	1.58 Except as in the cases specified in <b>ITB 23</b> and <b>ITB 24.2</b> , the Procuring Agency shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified in the <b>BDS</b> in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with <b>ITB 22.1</b> , shall be as specified in the <b>BDS</b> .

	<p>1.59 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.</p> <p>1.60 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.</p> <p>1.61 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.</p> <p>1.62 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; Unit Price as well as the Bid Prices, including any unconditional discounts, and any other details as the Procuring Agency may consider appropriate.</p> <p>1.63 Only Bids and unconditional discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Procuring Agency attending Bid opening in the manner specified in the BDS.</p> <p>1.64 The Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).</p> <p>1.65 The Procuring Agency shall prepare a record of the Bid</p>
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	<p>opening that shall include, as a minimum;</p> <p>(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;</p> <p>(b) the Bid Price, per lot (item) if applicable, including any unconditional discounts;</p> <p>1.66 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
<b>5. Evaluation and Comparison of Bids</b>	
<p><b>26. Confidentiality</b></p>	<p>1.67 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with ITB 39.1.</p> <p>1.68 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>1.69 Notwithstanding ITB 26.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<p><b>27. Clarification of Bids</b></p>	<p>1.70 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the Evaluation of the Bids, in accordance with ITB 31.</p>

	1.71 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.
<b>28. Deviations, Reservations, and Omissions</b>	1.72 During the evaluation of Bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
<b>29. Determination of Responsiveness</b>	1.73 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. 1.74 A substantially responsive Bid is one that meets the terms and conditions, and the requirements of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) If accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Framework Agreement; or (ii) limit in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. 1.75 The Procuring Agency shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII A (Schedule of Requirements) have been met without any material deviation or reservation, or omission. 1.76 If a Bid is not substantially responsive to the

	<p>requirements of Bidding documents, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p><b>30. Nonconformities, Errors and Omissions</b></p>	<p>1.77 Provided that a Bid is substantially responsive, the Procuring Agency may waive any minor non-conformities in the Bid.</p> <p>1.78 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any such aspect that apparently or potentially affects the ranking of the Bidder or the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>1.79 Provided that a Bid is substantially responsive, the Procuring Agency shall rectify quantifiable non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS.</p>
<p><b>31. Correction of Arithmetical Errors</b></p>	<p>1.80 Provided that the Bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li> </ul>

	1.81 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
<b>32. Conversion to Single Currency</b>	1.82 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.
<b>33. Preferences</b>	1.83 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes unless specified otherwise in BDS.
<b>34. Evaluation of Bids</b>	<p>1.84 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III, Evaluation Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p> <p>1.85 To evaluate a Bid, the Procuring Agency shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;</li> <li>(b) correction of arithmetic errors made in accordance with ITB 31.1;</li> <li>(c) price adjustment due to unconditional discounts offered in accordance with ITB 14.4;</li> <li>(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;</li> <li>(e) rectification of price due to quantifiable non-material non-conformities in accordance with ITB 30.3; and</li> <li>(f) the additional evaluation factors are specified in Section III, Evaluation Criteria.</li> </ul> <p>1.86 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework</p>

	<p>Agreement, shall not be taken into account in the Primary Procurement-Bid evaluation.</p> <p>1.87 The Procuring Agency's evaluation of a Bid will exclude and not take into account:</p> <p>(g) in the case of Goods manufactured in Pakistan or (the Procuring Agency's Country), sales and other similar taxes, which will be payable on the Goods if a Call-off Contract is awarded to the Bidder;</p> <p>(h) in the case of Goods manufactured outside the Pakistan (or Procuring Agency's Country), already imported or to be imported, customs duties and other import taxes levied on the imported Goods sales and other similar taxes, which will be payable on the Goods if the Call-off Contract is awarded to the Bidder;</p> <p>(i) if applicable, any allowance for price adjustment during the period of execution of the Call-off Contract is, if provided in Section B: Framework Agreement Specific Provisions.</p> <p>1.88 The Procuring Agency's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services or geographic location. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).</p>
35. Comparison of Bids.	1.89 The Procuring Agency shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the ranking of Bids based on the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported Goods and EXW

	<p>prices, plus cost of inland transportation and insurance to place of destination, for Goods manufactured within Pakistan (or Procuring Agency's country), together with prices for any required installation, training, commissioning and other Related Services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported Goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of Goods.</p>
<b>36. Qualification of the Bidder(s)</b>	1.90 The Procuring Agency may ask the Bidders to establish that their qualification still establishes as determined during prequalification process, and ask for any documentary evidence for such assurance. A negative determination shall result in disqualification of the Bid.
<b>37. Procuring Agency's Right to Accept or Reject All Bids</b>	1.91 The Procuring Agency reserves the right to accept or reject all the Bids, and to annul the Bidding process at any time, without thereby incurring any liability to the Bidders.
<b>38. Standstill Period</b>	1.92 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be fifteen (15) Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency, the Standstill Period shall not apply.
<b>39. Notification of Intention to Conclude a Framework Agreement</b>	1.93 The Procuring Agency shall send to each Bidder the Notification of Intention to Conclude a Framework Agreement(s) with the successful Bidder(s). The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information: <ul style="list-style-type: none"> <li>(a) the name and address of the Bidder(s) submitting the successful Bid(s);</li> <li>(b) the price(s) of the successful Bid(s), or pricing mechanism(s);</li> <li>(c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated;</li> </ul>

		<p>(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful, unless the price, or pricing mechanism(s) information in (c)) above already reveals the reason;</p> <p>(e) the expiry date of the Standstill Period;</p> <p>(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.</p>
<b>6. Conclusion of a Framework Agreement</b>		
<b>40. Framework Agreement Criteria</b>		<p>1.94 This is a Closed Framework Agreement.</p> <p>1.95 The Procuring Agency shall specify <b>in the BDS</b> and/or Section III A (Evaluation Criteria), the criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded.</p>
<b>41. Notification to Conclude Framework Agreement</b>	to a	1.96 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in <b>ITB 38.1</b> or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.
<b>42. No Obligation to Purchase</b>	to	1.97 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency to purchase any Goods under the Framework Agreement.
<b>43. Non-exclusivity</b>		1.98 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Goods from other suppliers who are not FA Suppliers.
<b>44. Signing the Framework Agreement.</b>	the	1.99 Unless an earlier deadline is stipulated <b>in the BDS</b> , the Bidder shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.
<b>45. Publication of the Conclusion of Framework Agreement Notice</b>	of	1.100 Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s), as per <b>ITB 41.1</b> , the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, at a

	<p>minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Procuring Agency, and if applicable, all participating Procuring Agencies;</li> <li>(b) name and reference number of the Framework Agreement being concluded, and the selection method used;</li> <li>(c) names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, as read out at Bid opening, and as evaluated;</li> <li>(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and</li> <li>(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.</li> </ul>
<p><b>46. Grievance Redressal Mechanism</b></p>	<p>46.1 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>46.2 Any party 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 bid submission deadline.</p> <p>46.3 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>46.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>46.5 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:</p> <p>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>46.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>46.7 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 depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021".</p> <p>46.8 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>46.9 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>46.10 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>46.11 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</p>
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	shall be final.
<b>7. Secondary Procurement Process for awarding a Call-off Contract</b>	
<b>47. Method and criteria for award of Call-off Contract</b>	1.101 The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off contract is specified in the Framework Agreement (Framework Agreement, Schedule 3 i.e. Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Suppliers must continue to be qualified and eligible, and the Goods must continue to be eligible, as per the criteria stipulated in these bidding documents. The Procuring Agency may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.
<b>48. Adjustment to the Base Price</b>	1.102 The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in Framework Agreement, Section B: Framework Agreement Specific Provisions.
<b>8. Blacklisting Mechanism</b>	
<b>49. Blacklisting Mechanism</b>	<p>49.1 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"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; or</li> <li>ii. Fails to perform his contractual obligations; or</li> <li>iii. Fails to abide by the bid securing declaration;</li> </ul> <p>49.2 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</p>

	<p>participating in public procurements of all the procuring agencies.</p> <p>49.3 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>49.4 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>49.5 In case the bidder or contractor submits written reply of the 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>49.6 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>49.7 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>49.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any</p>
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	<p>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>49.9 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>49.10 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>49.11 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>49.12 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</p>
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	the bidder from the allegations. The decision of the Authority shall be final.
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## Section II A - Bid Data Sheet (BDS)

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the BDS shall prevail over those in ITB.

*[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process.]*

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]*

<b>1. General</b>	
<b>ITB 1.1 and 1.2</b>	<p>The Procuring Agency is: <i>[insert name of the Procuring Agency]</i></p> <p>The name of the ITB is: <i>[insert name of the ITB]</i></p> <p><i>[if applicable and if this is for a Single-Supplier FA, include the following:]</i> The number and identification of lots (contracts) comprising this ITB is: <i>[insert number and identification of lots (contracts).]</i></p>
<b>ITB 1.2 (k) or (a)</b>	<p><i>[Select the appropriate option and delete the rest]</i></p> <p><b>OPTION 1:</b></p> <p><b>Single-Supplier Framework Agreement</b></p> <p>This Primary Procurement intends to conclude a Single-Supplier Framework Agreement.</p> <p><b>OR OPTION 2:</b></p> <p><b>Multi-Supplier Framework Agreement</b></p> <p>This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (x)</u></p> <p>The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders <i>[state: "for each item" if bidders are required to offer their unit prices corresponding to estimated quantities of an item over the FA period or state: "for each range of Call-off quantities" if bidders are required to offer their unit prices corresponding to a range of Call-off quantities].</i></p> <p>The minimum number (referred to as x) is <i>[insert number in text (insert numerical number)].</i></p>

	<p><b>Framework Agreement panel – maximum number (y)</b></p> <p>The Procuring Agency, will conclude Framework Agreements [state: “for each item” if bidders are required to offer their unit prices corresponding to estimated quantities of an item over the FA period or state: “for each range of Call-off quantities” if bidders are required to offer their unit prices corresponding to a range of Call-off quantities]. up to a maximum number of (y) qualified bidders with substantially responsive bids.</p> <p>The maximum number (referred to as y) of Bidders that the Procuring Agency may conclude Framework Agreements with is [insert number in text (insert numerical number)].</p> <p>[Select numbers for x and y based on the results of the market analysis]</p>
<b>1.2 (q)</b>	<p><b>Term of Framework Agreement</b></p> <p>The Framework Agreement shall be for a Term of [insert the number of years; however the maximum duration of closed framework cannot exceed 3 years] from the commencement date stated in the Framework Agreement.</p>
<b>ITB 4.1</b>	<p>The maximum number of members in a Joint Venture (JV) shall be: [insert a number].</p>
<b>2. Contents of the Bidding Documents</b>	
<b>ITB 7.1</b>	<p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>[insert the information as required below. This address may be the same as or different from that specified under ITB 20.1 for Bid submission]</p> <p>Attention: [insert full name of person, if applicable]</p> <p>Address: [insert street address and number]</p> <p>Floor/ Room number: [insert floor and room number, if applicable]</p> <p>City: [insert name of city or town]</p> <p>ZIP/Postal Code: [insert postal (ZIP) code, if applicable]</p> <p>Country: [insert name of country]</p> <p>Telephone: [insert telephone number, including country and city codes]</p> <p>Email address: [insert email address, if applicable]</p> <p>Requests for clarification should be received by the Procuring Agency no later than: [insert a date; or the number of Business Days “before the deadline for submission of Bids”].</p> <p>Web page: [in case used, identify the website with free access where Primary Procurement information is published]</p>
<b>3. Preparation of Bids</b>	

<b>ITB 10.1</b>	<p>The language of the Bid is <i>[insert "English" or" any other language in case the Procuring Agency is in some other country].</i></p> <p>All correspondence shall be in <i>[specify the language].</i></p> <p>The language for translation of supporting documents and printed literature is <i>[specify one language].</i></p>
<b>ITB 11.1 (f)</b>	<p>The Bidder shall submit the following additional documents in its Bid: <i>[list any additional documents not already listed in ITB 11.1 that must be submitted with the Bid]</i></p>
<b>ITB 14.2</b>	<p><i>[Note: For Single-Supplier FA, providing the estimated items and quantities over the FA should reasonably enable bidders to offer their unit prices in a competitive manner. However, for Multi-Supplier FA, the Procuring Agency may choose, depending on the nature and type of procurement, to provide either the estimated quantities over the FA period or the range of call off quantities. Choose either Option 1 or Option 2 below:</i></p> <p><i>Option 1- Single-Supplier FA</i></p> <p>Prices quoted for a <u>lot</u> (contract) shall correspond at least to <i>[insert figure as applicable, e.g. one hundred]</i> percent of the items specified for the lot (contract) in the Price Schedules. Prices quoted for <u>each item</u> of a lot shall correspond to <i>one hundred</i> percent of the estimated quantities over the FA period specified in the Price Schedules for the item.</p> <p><i>Or</i></p> <p><i>Option 2- Multi- Supplier FA</i></p> <p>Bidders may quote their unit prices against any item and estimated quantities over the FA period or one or more of the range of Call-off quantities for the item as specified in the Schedule of Prices.]</p>
<b>ITB 14.3</b>	<p><i>[ Consistent with ITB 14.2 above, choose either Option 1 or Option 2 below:]</i></p> <p><i>Option 1- Single-Supplier FA</i></p> <p>The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total bid price for the specified items or Lots, as applicable.</p> <p><i>Option 2- Multi- Supplier FA</i></p> <p>The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be (i) the total bid prices against the estimated quantities over the FA period or (ii) the unit bid price against the range of Call-off quantities, as specified in the Schedule of prices.]</p>
<b>ITB 14.6</b>	<p>The <b>Incoterms</b> edition that will apply to Framework Agreement Call-off Contracts is: <i>[insert relevant edition].</i></p>

ITB 14.7 (b)(i) and (c)(v)	Named place(s) of destination, as per Incoterms used, is <i>[insert named place of destination]</i> .
ITB 14.7 (a)(iii) (b)(ii) and (c)(v)	<p><b>Final Destination/s (Project Sites)</b> will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for CIP, the Procuring Agency will pay the Supplier the reasonable costs for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site). The Procuring Agency will also pay the Supplier, for price quoted EXW, the reasonable costs for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site).</p> <p><i>[Note: alternatively, if the final destinations are known, bidders may be requested to include the unit prices for each item for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site). In this case the Price Schedules shall be modified accordingly].</i></p>
ITB 15.1	The Bidder <i>[insert "is" or "is not"]</i> required to quote in the currency of the Procuring Agency's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>[insert duration]</i> following acceptance of the Goods by the Procuring Agency under a Call-off Contract.
ITB 17.2 (a)	<b>Manufacturer's authorization</b> is <i>[insert "required." or "not required."]</i>
ITB 17.2 (b)	<b>After sales service</b> is <i>[insert "required." or "not required."]</i>
ITB 18.1	The <b>Bid validity period</b> shall be <i>[insert a number of days that is a multiple of seven counting as of the deadline for Bid submission]</i> days.
ITB 18.3(a)	<p>Where the Bid validity period is extended, the Bid price shall be adjusted (to determine the FA Base price) by the following factor(s):</p> <p><i>[(1) The local currency portion of the FA Base Price shall be adjusted by a factor reflecting local inflation during the period of extension, and</i></p> <p><i>(2) the foreign currency portion of the FA Base Price shall be adjusted by a</i></p>

	<i>factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i>
<b>ITB 20.1</b>	In addition to the original of the Bid, the <b>number of copies</b> to be delivered to the Procuring Agency is <i>[insert number (insert figure)]</i> copies.
<b>ITB 20.3</b>	The written confirmation of <b>authorization to sign</b> on behalf of the Bidder shall consist of <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid on behalf of the Bidder].</i>
<b>4. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b>Bid submission purpose</b> only, the Procuring Agency's address is: <i>[This address may be the same as or different from that specified under ITB 7.1 for clarifications]</i></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/Postal Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p><b>The deadline for Bid submission is:</b></p> <p>Date: <i>[insert month, day and year, e.g. June 15<sup>th</sup> 2021]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i></p> <p><i>[Note: The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least fifteen (15) or thirty (30) Days in case of national or international competitive tendering.]</i></p> <p>Bidders <i>[insert "shall" or "shall not"]</i> have the option of submitting their Bids electronically.</p> <p><i>[Note: The following provision should be included and the required information inserted <u>only</u> if Bidders have the option of submitting their Bids electronically. Otherwise omit.]</i></p> <p><i>[The electronic Procurement submission procedures shall be: [insert a description of the electronic Procurement submission procedures that must be followed]</i></p>
<b>ITB 25.1</b>	The <b>Bid opening</b> shall take place at: Street Address: <i>[insert street address and number]</i>

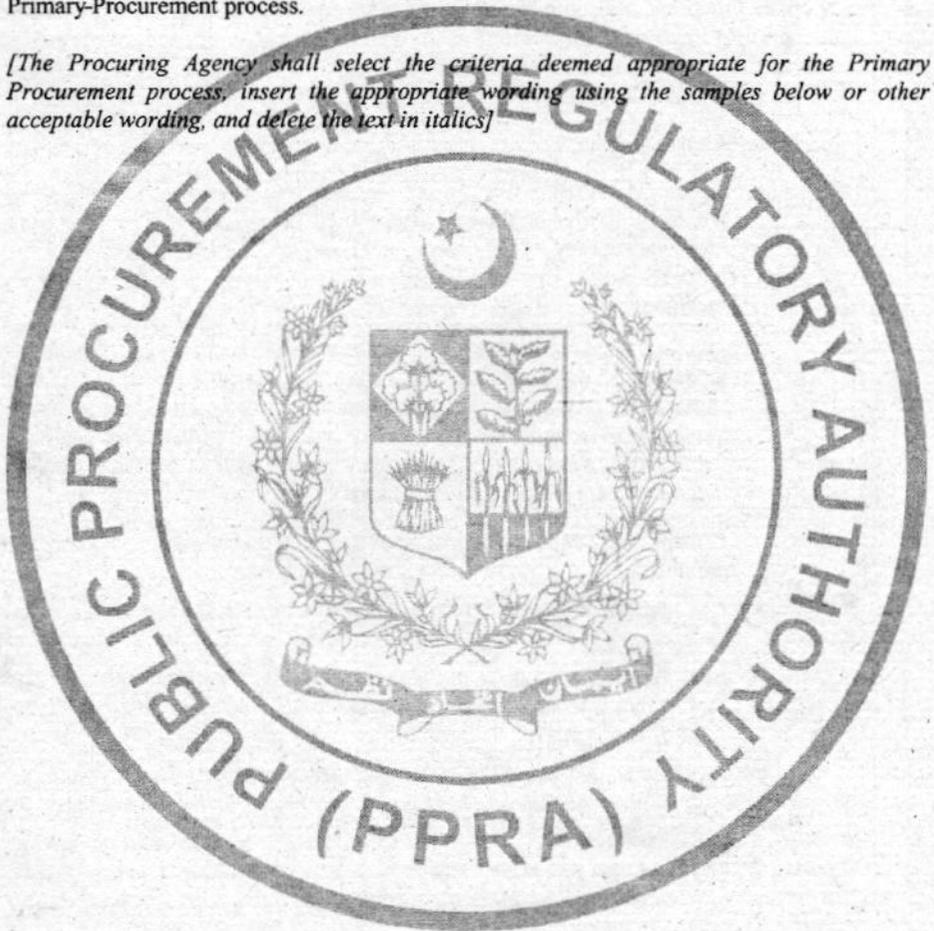
	<p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Date: <i>[insert month, day and year, e.g. June 15<sup>th</sup> 2021]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m. e.g. 11:30 a.m.] [Date and time should be the same as those given for the deadline for submission of Bids (ITB 22).]</i></p> <p><i>[Note: The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]</i></p> <p>The <b>electronic Bid opening</b> procedures shall be: <i>[insert a description of the electronic Bid opening procedures that shall apply.]</i></p>
ITB 25.6	The Letter of Bid shall be numbered and initialed by <i>[insert number]</i> representatives of the Procuring Agency conducting Bid opening.
<b>5. Evaluation and Comparison of Bids</b>	
ITB 30.3	The adjustment shall be based on the <i>[select "average" or "highest"]</i> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Procuring Agency shall use its best estimate.
ITB 32.1	The currency that shall be used for Bid evaluation and comparison purposes to convert, at the selling exchange rate, all Bid prices expressed in various currencies into a single currency is <i>[Insert name of currency]</i> .
ITB 34.2(a)	<p>Evaluation will be done for <i>[Select: "Items" or "Lots (contracts)"]</i></p> <p><i>[For Single-Supplier FA, Select one of the two options below as appropriate]</i></p> <p><b>[OPTION 1]</b></p> <p>"Bids will be evaluated on item by item basis."</p> <p>or</p> <p><b>[OPTION 2:</b></p> <p>"Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the <i>[select "average" or "highest"]</i> price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison."</p>

	<p><i>[For Multi-Supplier FA, insert the following</i></p> <p><i>OPTION 1: If range of Call-off quantities is provided insert the following:</i></p> <p><i>"Bids will be evaluated for each range of Call-off quantities of an item"</i></p> <p><i>OPTION 2: if the estimated quantities over the FA period is provided insert one of the following as applicable:</i></p> <p><i>[OPTION 2-1:</i></p> <p><i>"Bids will be evaluated on item by item basis." ]</i></p> <p><i>or</i></p> <p><i>[OPTION 2-2:</i></p> <p><i>"Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the [select "average" or "highest"] price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison. "]</i></p>
ITB 34.5	<p>The consideration of other factors during the evaluation, in addition to the Bid Price quoted, include the factors set out below as more fully described in Section III, Evaluation and Qualification Criteria;</p> <p>(a) <b>Whole Life costs:</b> the costs during the life of the Goods or equipment <i>[insert "Yes" or "No". If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(b) <b>The performance and productivity of the equipment offered;</b> <i>[Insert "Yes" or "No". If yes, insert the Methodology and criteria]</i></p> <p>(c) <i>[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]</i></p>
<b>6. Concluding a Framework Agreement</b>	
ITB 44	<p><b>Signing the Framework Agreement</b></p> <p>The Bidder shall sign, date and return the Framework Agreement within <i>[insert number of days (insert in figures)]</i> days of receipt of the same.</p> <p><i>[Note: The normal time for signing is 28 days. However, with a FA there is no Performance Security (or guarantee) to be arranged at this stage, so the time for signing may be reduced.]</i></p>

### Section IIIA - Evaluation and Qualification Criteria

This Section contains the criteria that the Procuring Agency shall use to conclude Framework Agreement(s). The criteria and methodology described is to evaluate Bids. No other factors, methods or criteria shall be used other than specified in these Bidding documents for the Primary-Procurement process.

*[The Procuring Agency shall select the criteria deemed appropriate for the Primary Procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*



## 2. Evaluation of Bids (ITB 34)

### Evaluation Criteria (ITB 34.2)

The Procuring Agency's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies:

#### (a) Whole Life Costs

If specified in BDS 34.6, an adjustment to take into account the additional whole life costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

*[Note to Procuring Agency: Whole life costing should be used when the costs of operation and/or maintenance over the specified life of the Goods are estimated to be considerable in comparison with the initial cost and may vary among different Bids. Whole life costs shall be evaluated on a net present value basis. If whole life costs apply, then specify the factors required to determine them for evaluation purposes.]*

*[Either amend the following text as required, or delete if whole life cost is not applicable]*

- (i) number of years for whole life cost determination *[insert the number of years]*;
  - (ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is *[insert the discount rate]*;
  - (iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology]*;
  - (iv) and the following information is required from Bidders *[insert any information required from Bidders, including prices]*.
- (b) **Performance and productivity of the equipment** *[insert one of the following]*
- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the Goods will be added to the Bid price, for evaluation purposes if specified in the BDS ITB 34.6. The adjustment will be evaluated

based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified below.

*[insert the methodology and criteria if applicable]*

or

- (ii) An adjustment to take into account the productivity of the Goods offered in the Bid will be added to the Bid price, for evaluation purposes only, if specified in **BDS ITB 34.6**. The adjustment will be evaluated based on the cost per unit of the actual productivity of Goods offered in the Bid with respect to minimum required values, using the methodology specified below.

*[insert the methodology and criteria if applicable]*

(c) **Specific additional criteria**

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in **BDS ITB 34.5**] [If specific sustainable procurement technical requirements have been specified in Section VII-Specification, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid Prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

**3. Criteria to conclude a Framework Agreement(s) (ITB 40)**

*[Select the appropriate option and add such additional criteria, as is appropriate]*

**Criteria for a Single-Supplier Framework Agreement:**

The Procuring Agency will conclude the Framework Agreement with the Bidder that whose Bid has been determined to be:

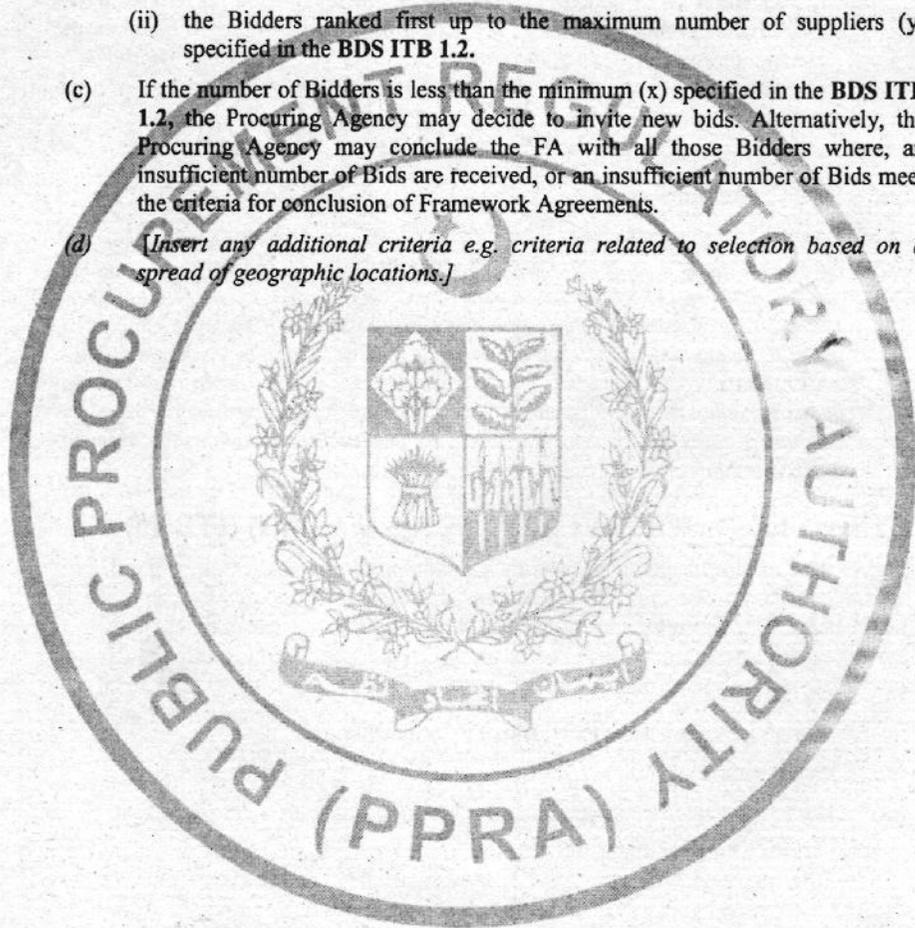
- (a) substantially responsive to the Bidding documents; and  
 (b) the lowest evaluated cost *[, and]*  
 (c) *[Insert any additional criteria e.g. criteria related to selection based on a geographic spread of Suppliers.]*

OR

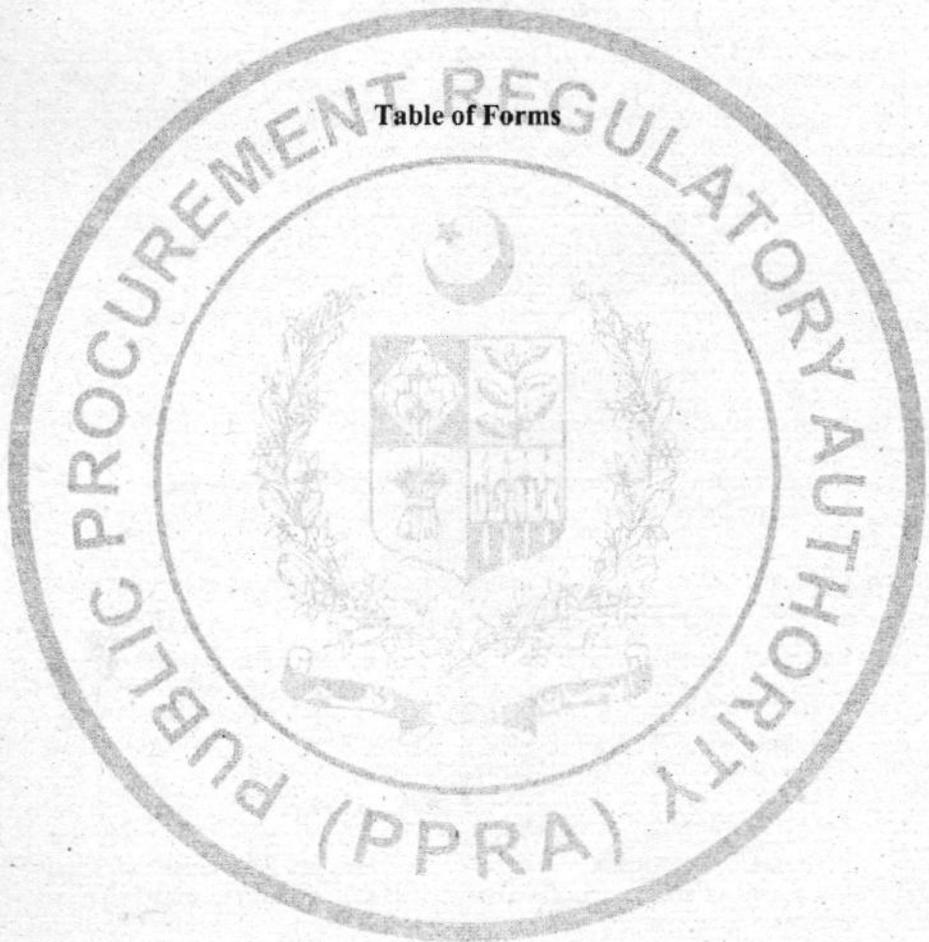
**Criteria for a Multi-Supplier Framework Agreement:**

The Procuring Agency will conclude Framework Agreements with the Bidders whose Bids have been determined to be substantially responsive as follows;

- (a) All Bidders shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.
- (b) The Procuring Agency will conclude a FA with:
- (i) All the Bidders ranked in (a) above if no maximum number of suppliers is specified in **BDS ITB 1.2**.
- (ii) the Bidders ranked first up to the maximum number of suppliers (y) specified in the **BDS ITB 1.2**.
- (c) If the number of Bidders is less than the minimum (x) specified in the **BDS ITB 1.2**, the Procuring Agency may decide to invite new bids. Alternatively, the Procuring Agency may conclude the FA with all those Bidders where, an insufficient number of Bids are received, or an insufficient number of Bids meet the criteria for conclusion of Framework Agreements.
- (d) *[Insert any additional criteria e.g. criteria related to selection based on a spread of geographic locations.]*



## Section IV-A - Bid Forms



## 1. Letter of Bid

### Primary Procurement - Framework Agreement Goods

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

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

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

#### Framework Agreement - Goods

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

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

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

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

- (a) **No reservations:** We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Eligible Goods and Related Services:** If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country in accordance with ITB 5 and Section V, Eligible Countries. The Goods and Related Services shall be sourced from *[insert name of the country(ies)]*
- (d) **Bid/Proposal-Securing Declaration:**  
"We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in Pakistan.
- (e) **Conformity:** We offer to supply, in conformity with the Bidding Documents and in accordance with Section VII- Schedule of Requirements, the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (f) **Bid Price:** *[Select one of the following four options with respect to Bid Price]*

**For Multi Supplier FA**

**OPTION 1- [If range of Call-off quantities is provided by the Procuring Agency in the Price Schedules]**

“The unit price/s of our Bid excluding any discounts offered in item (g) below is [insert the unit price/s of the Bid in words and figures, against the range of quantities provided by the Procuring Agency in the Price Schedules in the table below]”

**OPTION 2- [If estimated quantities over FA period is provided by the Procuring Agency in**

Item No.	Description	Range of Quantities	of	Bid Unit Price and Currency
1.	...	... - ...		
		... - ...		
		... - ...		
2.	...			
3.	...			

**the Price Schedules]**

“The total price of our Bid, excluding any discounts offered in item (g) below is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]”

**For Single Supplier FA**

**OPTION 3- [For Single Lot]**

“The total price of our Bid, excluding any discounts offered in item (f) below is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]”

**OPTION 4 - [For Multiple Lots]**

“The total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]”

- (g) **Unconditional Discounts:** The unconditional discounts offered are: [Specify in detail each unconditional discount offered.]
- The exact method of calculations to determine the net price after application of unconditional discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- (h) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 22.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security/Guarantee:** If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security (or guarantee);
- (j) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
- (k) **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];
- (l) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency/Procuring Agency(s) to purchase any Goods, and/or Related Services from any FA Supplier during the Term of the Framework Agreement.
- (m) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Procuring Agency in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Procuring Agency(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation.
- (n) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bid without assigning any justification as per Public Procurement Rules 2004.
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

- \* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
- \*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



## 2. Bidder Information Form

### Primary Procurement - Framework Agreement Goods

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

**IFP No.:** *[insert number of IFP process]*

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information <b>Name:</b> <i>[insert Authorized Representative's name]</i> <b>Address:</b> <i>[insert Authorized Representative's Address]</i> <b>Telephone/Fax numbers:</b> <i>[insert Authorized Representative's telephone/fax numbers]</i> <b>Email Address:</b> <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <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 ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

### 3. Bidder's JV Members Information Form

#### Primary Procurement - Framework Agreement Goods

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].*

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

IFP No.: *[insert number of IFP process]*

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

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information <b>Name:</b> <i>[insert name of JV's Member authorized representative]</i> <b>Address:</b> <i>[insert address of JV's Member authorized representative]</i> <b>Telephone/Fax numbers:</b> <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> <b>Email Address:</b> <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

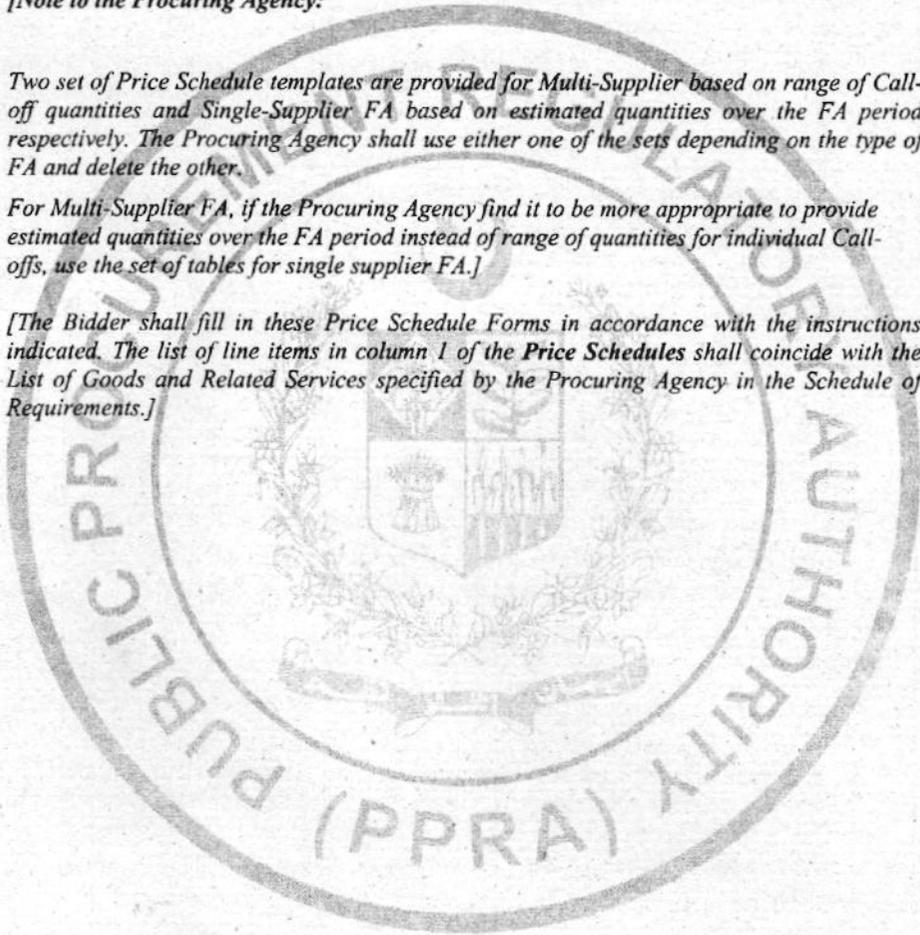
#### 4. Price Schedule Forms

*[Note to the Procuring Agency:*

*Two set of Price Schedule templates are provided for Multi-Supplier based on range of Call-off quantities and Single-Supplier FA based on estimated quantities over the FA period respectively. The Procuring Agency shall use either one of the sets depending on the type of FA and delete the other.*

*For Multi-Supplier FA, if the Procuring Agency find it to be more appropriate to provide estimated quantities over the FA period instead of range of quantities for individual Call-offs, use the set of tables for single supplier FA.]*

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Procuring Agency in the Schedule of Requirements.]*



### 5. Multi-Supplier FA- Price Schedule: Goods Manufactured outside Pakistan, to be imported

1 Line Item No	2 Description of Goods	3 Country of Origin	4 Delivery Period as defined by Incoterms	5 Indicative Quantity and physical unit per individual Call-off		6 Unit price CIP (insert place of destination) in accordance with ITB 14.7(b)(i)
				Minimum	Maximum	
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert the Delivery Period]	[insert number of units to be supplied and name of the physical unit]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per line item]
Name of Bidder [insert complete name of Bidder]						
Signature of Bidder [signature of person signing the Bid]						
Date [insert Date]						
Note to the Procuring Agency:						
<ul style="list-style-type: none"> <li>Information for columns 1, 2, 4, and 5 to be inserted by the Procuring Agency</li> <li>If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.</li> <li>Indicate multiple ranges for each item as applicable</li> <li>If the final destinations are known at the time of issuance of the bidding documents for primary procurement process add a column requesting "price per line item for inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination specified in BDS</li> </ul>						

### 6. Multi-Supplier FA- Price Schedule: Goods Manufactured outside Pakistan, already Imported

Date: \_\_\_\_\_  
IFP No: \_\_\_\_\_ of \_\_\_\_\_  
Page N<sup>o</sup>: \_\_\_\_\_ of \_\_\_\_\_

1 Line Item N <sup>o</sup>	2 Description of Goods	3 Country of Origin	4 Delivery Period as defined by Incoterms	5 Indicative Quantity and physical unit per individual Call-off		6 Unit price including Custom Duties and Import Taxes paid, in accordance with ITB (4.7)(c)(i)	7 Custom Duties and Import Taxes paid per unit in accordance with ITB 14.7(c)(ii), (to be supported by documents)	8 Unit Price net of custom duties and import taxes, in accordance with ITB (4.7)(c)(iii) Col. 6 minus Col.7)	9 Sales and other taxes paid or payable per item if Framework Agreement is concluded (in accordance with ITB 14.7(c)(iv)
				Minimum	Maximum				
	[insert name of Goods]	[insert country of origin of the Good]	[insert Delivery Period]	[insert number of units to be supplied and name of the physical unit]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert sales and other taxes payable per item if Framework Agreement is concluded]
Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]									

**Note to the Procuring Agency:**

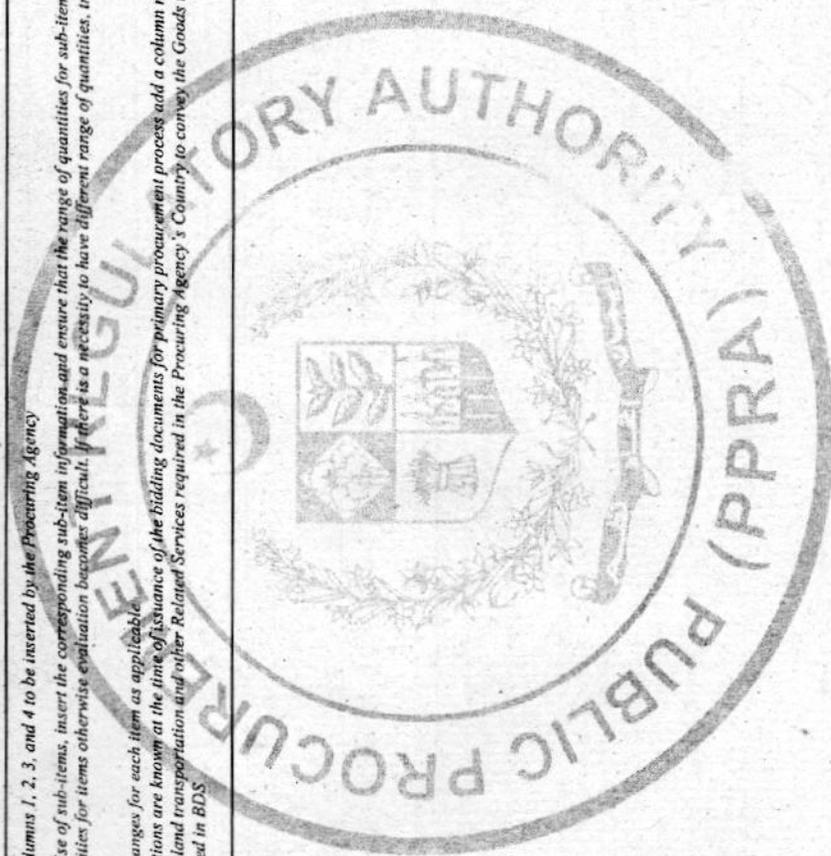
- Information for columns 1, 2, 4, and 5 to be inserted by the Procuring Agency
- If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.
- Indicate multiple ranges for each item as applicable
- If the final destinations are known at the time of issuance of the bidding documents for primary procurement process add a column requesting "price per line item for inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination specified in BDS.
- [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 the Bidders 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.]

**7. Multi-Supplier FA - Price Schedule: Goods Manufactured in Pakistan**

Date: _____						
IFP No: _____ of _____						
Page N° _____ of _____						
1 Line Item No.	2 Description of Goods	3 Delivery Period as defined by Incoterms	4 Indicative Quantity and physical unit		5 Unit price EXW	6 Sales and other taxes payable per line item if Framework Agreement is concluded (in accordance with ITB 14.7(a)(ii))
			Minimum	Maximum		
[insert total price per item]	[insert name of Good]	[insert Delivery Period]	[insert number of units to be supplied and name of the physical unit]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert sales and other taxes payable per line item if Framework Agreement is concluded]
Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]						

Note to the Procuring Agency:

- Information for columns 1, 2, 3, and 4 to be inserted by the Procuring Agency
- If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.
- Indicate multiple ranges for each item as applicable.
- If the final destinations are known at the time of issuance of the bidding documents for primary procurement process add a column requesting "price per line item for inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination specified in BDS.



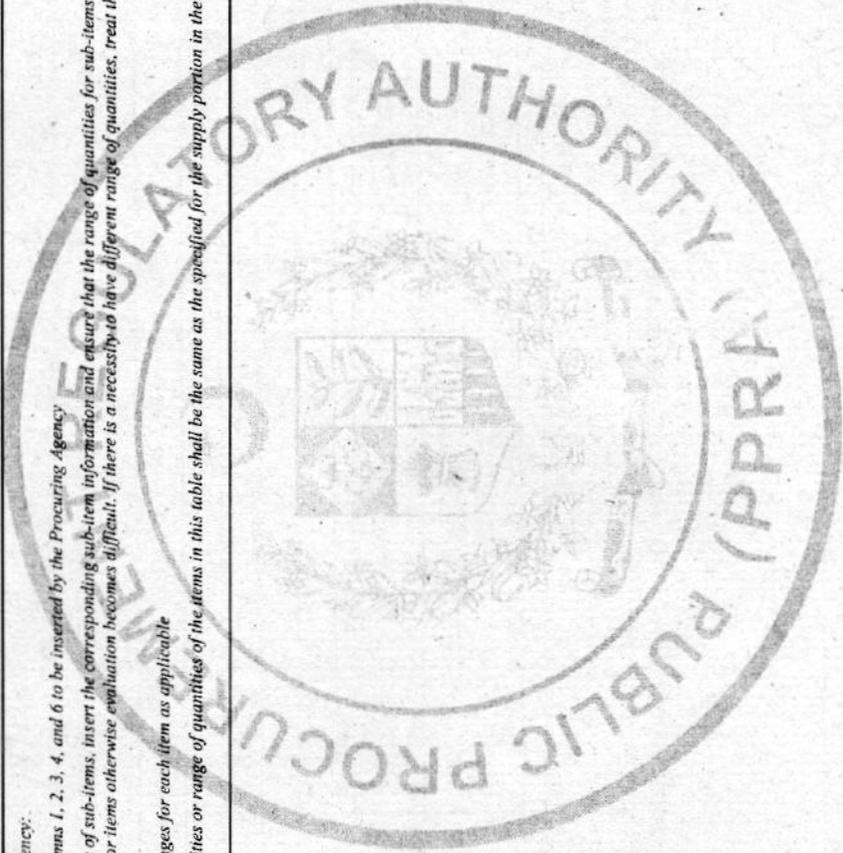
## 8. Multi-Supplier FA- Price and Completion Schedule - Related Services

Date: \_\_\_\_\_  
 IFP No: \_\_\_\_\_  
 Page No: \_\_\_\_\_ of \_\_\_\_\_

1 Item No.	2 Item Description	3 Indicative Quantity and physical unit		4 Description of Services (excludes inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination)	5 Country of Origin	6 Related Service Completion Period	7 Unit price
		Minimum	Maximum				
<i>[insert item number]</i>	<i>[insert name of Good]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert name of Service]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Related Service Completion Period per item]</i>	<i>[insert unit price per item]</i>
Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i>							

*Note to the Procuring Agency:*

- Information for columns 1, 2, 3, 4, and 6 to be inserted by the Procuring Agency
- If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.
- Indicate multiple ranges for each item as applicable
- The estimated quantities or range of quantities of the items in this table shall be the same as the specified for the supply portion in the preceding tables.









\* [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, the Bidders 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.]







### 14. Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]*

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

IFP No.: *[insert number of IFP bidding process]*

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 Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently sign a Framework Agreement permitting them to enter into Call-off Contracts for the supply of the Goods.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the Call-off Contract General Conditions of Contract (GCC) (as set out in the Framework Agreement, Schedule 4), 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]*

### 15. Bid Securing Declaration

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

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

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

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

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

We, the undersigned, declare that:

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

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

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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

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

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

Section IV – Bid Forms

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



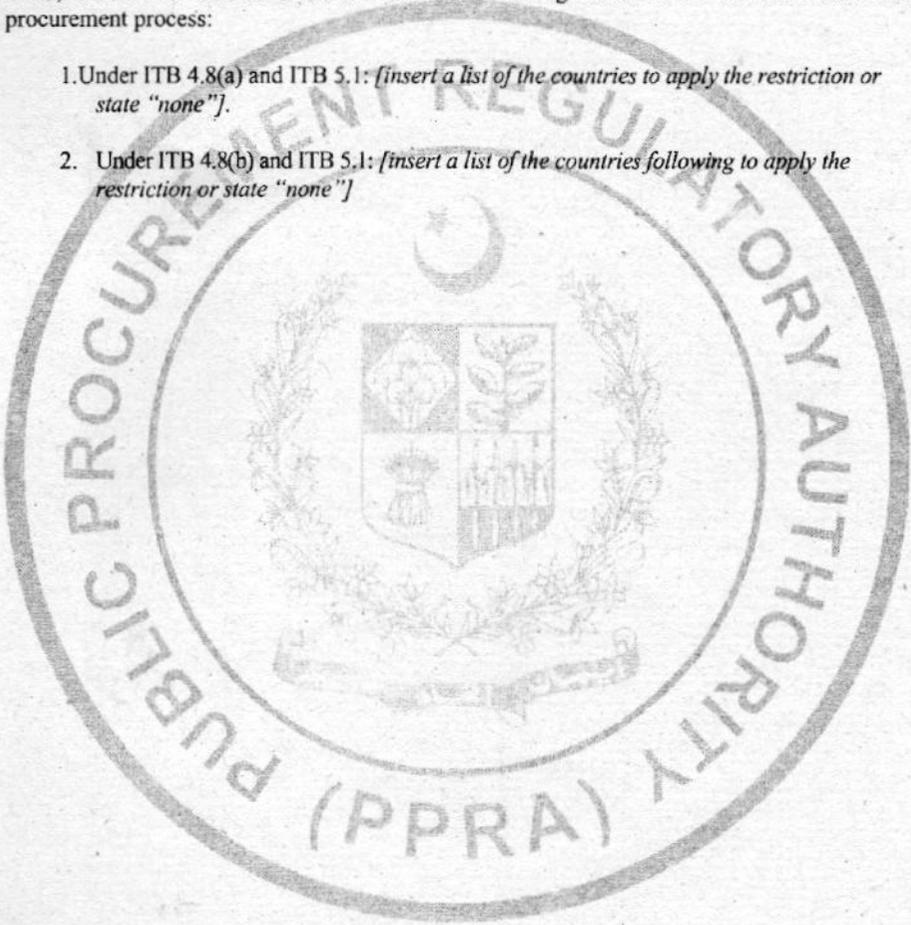


## Section V - Eligible Countries

### Eligibility for the Provision of Goods, Works and Non-Consulting Services

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, Goods and Related Services from the following countries are excluded from this procurement process:

1. Under ITB 4.8(a) and ITB 5.1: *[insert a list of the countries to apply the restriction or state "none"]*.
2. Under ITB 4.8(b) and ITB 5.1: *[insert a list of the countries following to apply the restriction or state "none"]*



## Supply Requirements

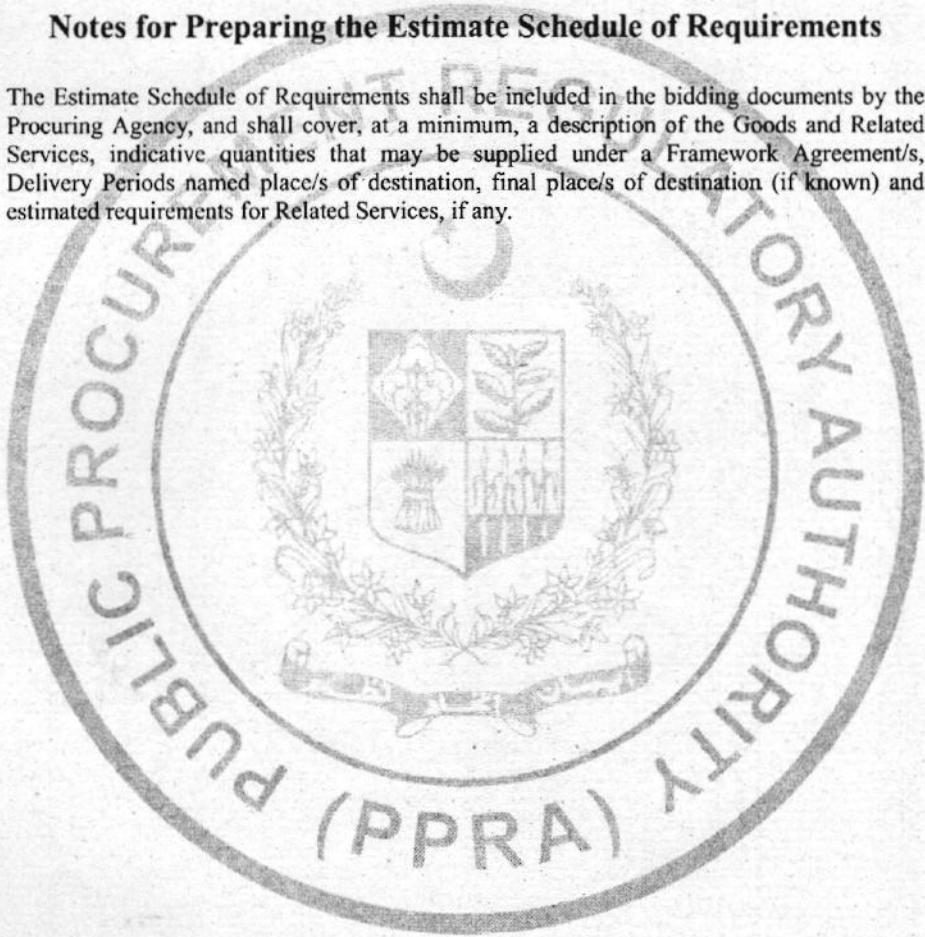


## Section VII - Schedule of Requirements

### Contents

#### Notes for Preparing the Estimate Schedule of Requirements

The Estimate Schedule of Requirements shall be included in the bidding documents by the Procuring Agency, and shall cover, at a minimum, a description of the Goods and Related Services, indicative quantities that may be supplied under a Framework Agreement/s, Delivery Periods named place/s of destination, final place/s of destination (if known) and estimated requirements for Related Services, if any.



Line Item N <sup>o</sup>	Description of Goods	Physical unit	Indicative Quantity per Specified Period [e.g. Year/Quarter etc.] <i>[if applicable]</i>			Indicative total Quantity required over the term of the F.A	Delivery Period** as per Incoterms	Named Place/s of Destination	Final Place/s of Destination (Project Site) <i>[if known]</i>
			Period 1	Period 2	Period 3				

1. Estimated Schedule of Requirements- Supply of Goods





### 3. Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Agency. The Procuring Agency shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the Procuring Agency will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Procuring Agency.*
- *The TS shall require that all Goods and materials to be incorporated in the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of Goods.*
- *Standards for equipment, materials, and workmanship specified in the bidding documents shall not be restrictive. Recognized international and national standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or equivalent." When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Agency's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
  - (b) *Any sustainable procurement technical requirements shall be clearly specified. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders' innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid*

comparisons, Bidders may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.

- (c) Detailed tests required (type and number).
- (d) Other additional work and/or Related Services required to achieve full delivery/completion.
- (e) Detailed activities to be performed by the Supplier, and any relevant activities by the Procuring Agency.
- (f) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

[The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Agency shall include an additional ad-hoc Bid form (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.]

[When the Procuring Agency requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Agency shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.]

[If a summary of the Technical Specifications (TS) has to be provided, the Procuring Agency shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

**Summary of Technical Specifications.** The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

**Detailed Technical Specifications and Standards** [insert whenever necessary]

[insert detailed description of TS]

#### 4. Drawings

This Bidding Documents includes *[insert "the following" or "no"]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

List of Drawings		
Drawing No.	Drawing Name	Purpose

### 5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*





**Procuring Agency Forms**



## 6. Notification of Intention to Conclude a Framework Agreement(s)

*[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Bidder that submitted a Bid. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder's Authorized Representative

**Name:** *[insert Authorized Representative's name]*

**Address:** *[insert Authorized Representative's Address]*

**Telephone/Fax numbers:** *[insert Authorized Representative's telephone/fax numbers]*

**Email Address:** *[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]*

**Procuring Agency:** *[insert the name of the Procuring Agency]*

**Project:** *[insert name of project]*

**Framework Agreement title:** *[insert the name of the FA]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**ITB No:** *[insert ITB reference number from Procurement Plan]*

**Date of transmission:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

### Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

**The successful Bidder(s) are the following:**

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

**All Bidders** [INSTRUCTIONS: insert names of all Bidders that submitted Bids. If the Bid price/s or pricing mechanism/s was evaluated include the evaluated as well as the read out price.]

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

### Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

### How to request a debriefing

**Deadline:** The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.

Provide the framework agreement name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

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

**Title/position:** *[insert title/position]*

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

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

### How to make a complaint

**Deadline:** Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, *[insert date]* (local time).

Provide the Framework Agreement name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

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

**Title/position:** *[insert title/position]*

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

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

### Standstill Period

**Deadline:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts fifteen (15) Calendar Days after the date of transmission of this Notification of Intention to Conclude a Framework Agreement.

The Standstill Period may be extended as stated in the section above titled 'How to request a debriefing'.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Agency:

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

Name: \_\_\_\_\_

Title/position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_



## 7. Notification to Conclude a Framework Agreement

*[Use letterhead paper of the Procuring Agency]*

*[Date]*

To: *[name and address of successful Bidder]*

### Notification to Conclude a Framework Agreement Framework Agreement No. *[insert FA reference number]*

This is to notify you that your Bid dated *[insert date]* to conclude a Framework Agreement in relation to the supply of *[insert short title for Goods]* is hereby accepted by our Agency.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FA in accordance of the ITB]* days of receipt of the same.

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

Name: \_\_\_\_\_

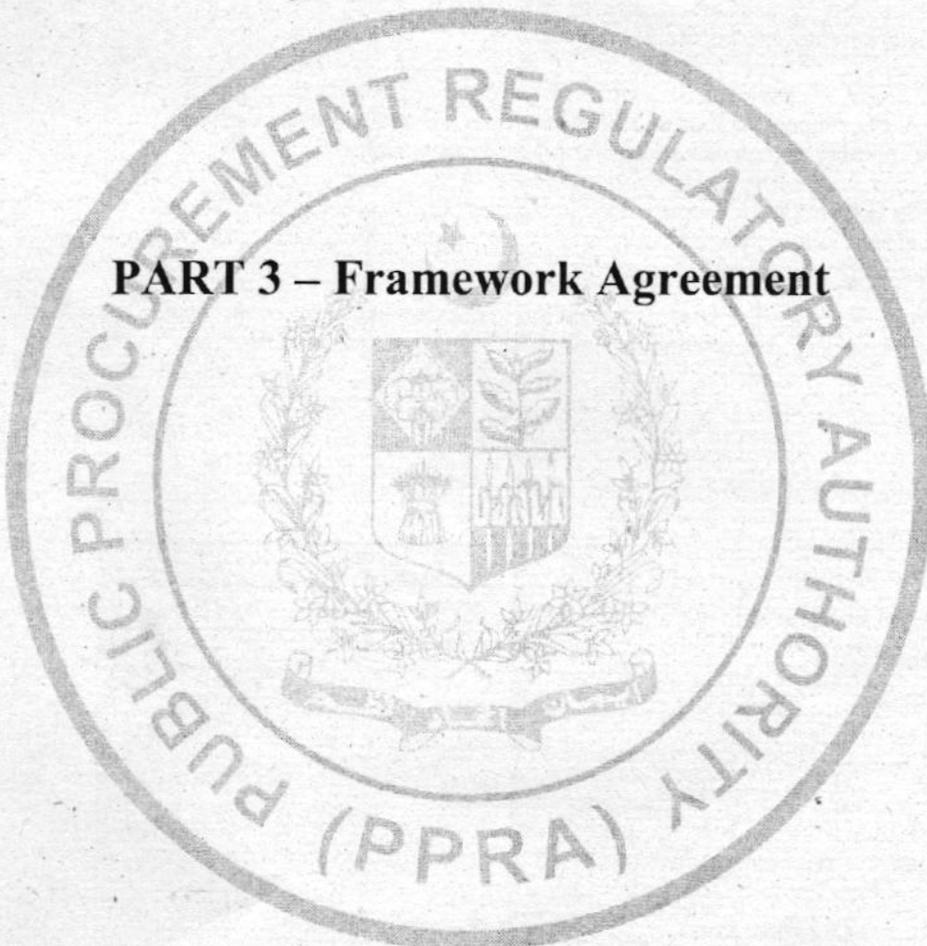
Title/position: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Attachment: Framework Agreement



**PART 3 – Framework Agreement**

## Framework Agreement

*[This form is to be completed by the Procuring Agency in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final documents.]*

*Note: the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the Primary Procurement process. In the Primary Procurement process the Procuring Agency is responsible for establishing the FA(s). However, the parties to the FA will be the "Procuring Agency(s)" and, where Procuring Agency(s) and responsible for managing and administering the FA. In the FA, the successful Bidder(s) is called the "Supplier". This covers the Supplier's capacity as both a holder of a FA and as a Supplier under a Call off Contract.]*

This Framework Agreement [*insert reference number of the Framework Agreement*] is made for the supply of [*insert brief description of Goods and services*]

on the [*insert: number*] day of [*insert: month*], [*insert: year*]

between

[*Select one of the three OPTIONS below*]

[*for Single User Framework Agreement*]

**the Procuring Agency(s)** [*insert complete name of the Procuring Agency/s, the type of legal entity, (for example, "an agency of the Ministry of the Government of {insert name of Country of Procuring Agency/s}", or "a corporation incorporated under the laws of {insert name of Country of Procuring Agency/s}"*] (the Procuring Agency(s)) and

**the Supplier** [*insert name of the Supplier*], a corporation incorporated under the laws of [*insert country of Supplier*] and having its principal place of business at [*insert Supplier's address*] (Supplier).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring Agency(s) during the Term of the Framework Agreement, as and when the Procuring Agency(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

**Section A:** Framework Agreement General Provisions

**Section B:** Framework Agreement Specific Provisions

**Schedule 1:** Schedule of Requirements

**Schedule 2:** Price Schedules

**Schedule 3:** Secondary Procurement

**Schedule 4:** Call-off Contract: General Conditions of Contract (GCC)

**Schedule 5:** Forms for Call-off Contract

**Schedule 6:** List of participating Procuring Agency [*use for Multi-User FAs, otherwise delete*]

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of [*insert the name of the Framework Agreement governing law country*] on the day, month and year indicated above.

[*Select one of the three options below*]

[OPTION 1: for Single User Framework Agreement]

“For and on behalf of the Procuring Agency:”

Signed: [*insert signature*]

Full name: [*name of person signing*]

Agency: [*insert the name of agency*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification of official witness*]

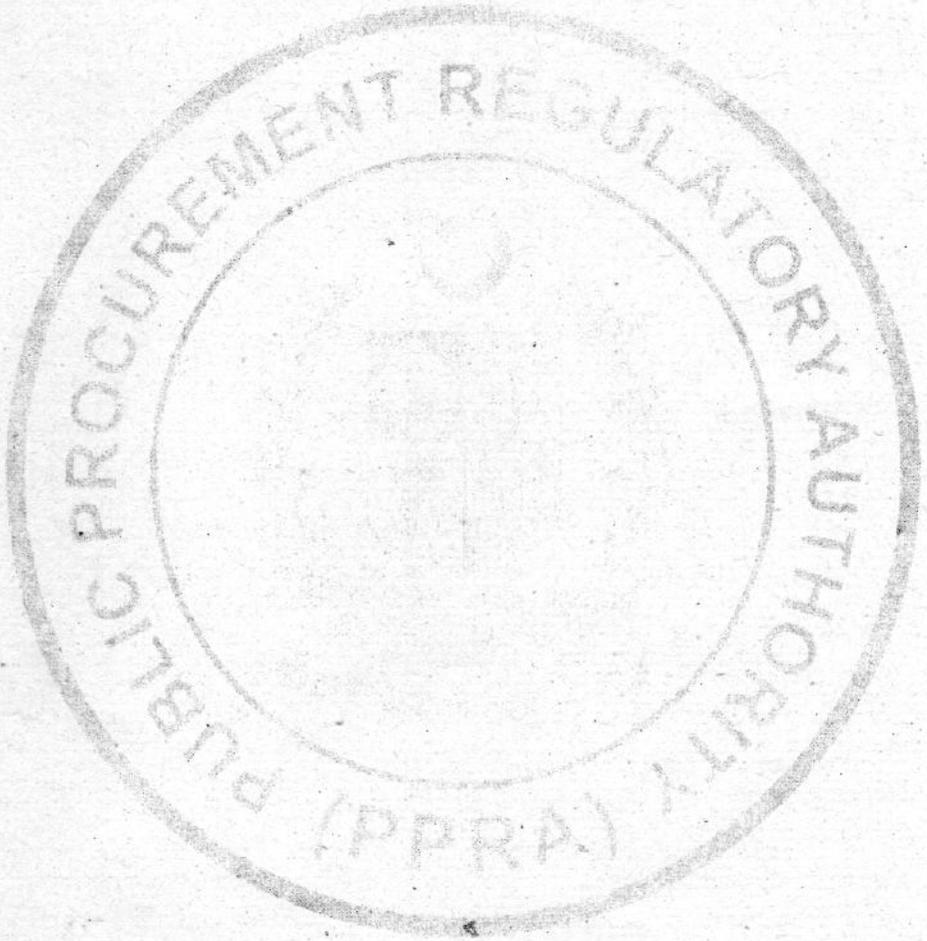
For and on behalf of the Supplier:

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

Full name: [*name of person signing*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification official of witness*]



## **Section A: Framework Agreement General Provisions (FAGP)**

*[the following text must not be modified by the Procuring Agency.]*



## Section A

### Framework Agreement General Provisions (FAGP)

#### 1. Definitions

- a) The following words and expressions shall have the meanings hereby assigned to them
- b) "Base Price" is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with FA Specific Provision FAGP 8.1.
- c) "Business Day" is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency's official public holidays.
- d) "Call-off Contract" is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- e) "Commencement Date" is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- f) "Contract Price" is 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.
- g) "Day" means calendar day.
- h) "Goods" means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Specific Provisions, that the Supplier is required to supply to the Procuring Agency under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- i) "In Writing" means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).
- j) "Incoterms" means the international commercial terms

for goods published by the International Chamber of Commerce (ICC).

- k) "Procuring Agency's Country" is the country specified in the FA Specific Provisions, if procurement is being made outside Pakistan.
- l) "Related Services" means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Procuring Agency's Country to convey the Goods to their final destination.
- m) "Secondary Procurement" is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- n) "Single-User Framework Agreement" means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- o) "Supplier" means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.
- p) "Term" mean the duration of this Framework Agreement as described in the FA Specific Provisions starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA Specific Provisions.

## 2. Framework Agreement Documents

2.1 This Framework Agreement (FA) shall be read as a whole. Where a documents is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.

2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

## 3. Supplier's obligations

3.1 The Supplier shall offer to supply (standing offer) to the Procuring Agency, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with

the terms and conditions stipulated in this Framework Agreement.

3.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of subparagraphs 3a. to 3c. below. The Supplier shall notify the Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.

3.3 The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied shall be:

- a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
- b) at the Contract Price specified in the Call-off Contract and
- c) in such quantities, at such times and to such locations as specified in the Call-off Contract.

3.4 If specified in the **FA Specific Provisions**, at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its bid and still to be delivered, the Supplier shall offer to the Procuring Agency(s) of the Call-off Contract the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Procuring Agency (s).

3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 4, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods.

**4. Continued  
Qualification and  
Eligibility**

4.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the

nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.

4.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, 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. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.

4.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.

4.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

## 5. Term

5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

5.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three

year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

- 6. Representative** 6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.
- 7. Role of Procuring Agency** 7.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.
- 8. Contract Price** 8.1 The Contract Price for each Call-off Contract, shall be determined as specified in the **FA Specific Provisions**.
- 9. Performance Security (or Guarantee)** 9.1 The Procuring Agency may require a Performance Security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract.
- 10. Language** 10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for

purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

- 10.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

#### 11. Notices

- 11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

#### 12. Fraud and Corruption

- 12.1 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 Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

#### 13. Records, inspections and audit

- 13.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

#### 14. Confidential Information

- 14.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent in Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

- 14.2 The obligation of a party under **FAGP 14.1** above, shall not apply to information that:

- a) now, or in future, enters the public domain through no fault of that party
- b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party

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

**15. Governing Law**

- 15.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with the applicable State Laws, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

**16. Change to the Framework Agreement**

- 16.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the total duration of the framework agreement shall not exceed three year), must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

**17. Termination of the Framework Agreement**

- 17.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if:

- a) in the judgement of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or
- b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or
- c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
- d) the Supplier becomes bankrupt or otherwise insolvent.

- 17.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework

Agreement is terminated, and the date upon which such termination becomes effective.

- 18. Consequence of expiry or termination**
- 18.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.
- 19. Dispute resolution in relation to this Framework Agreement**
- 19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.
- 19.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.
- 20. Dispute resolution in relation to Call-off Contracts**
- 20.1 The Procuring Agency and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

20.3 Notwithstanding any reference to arbitration herein,

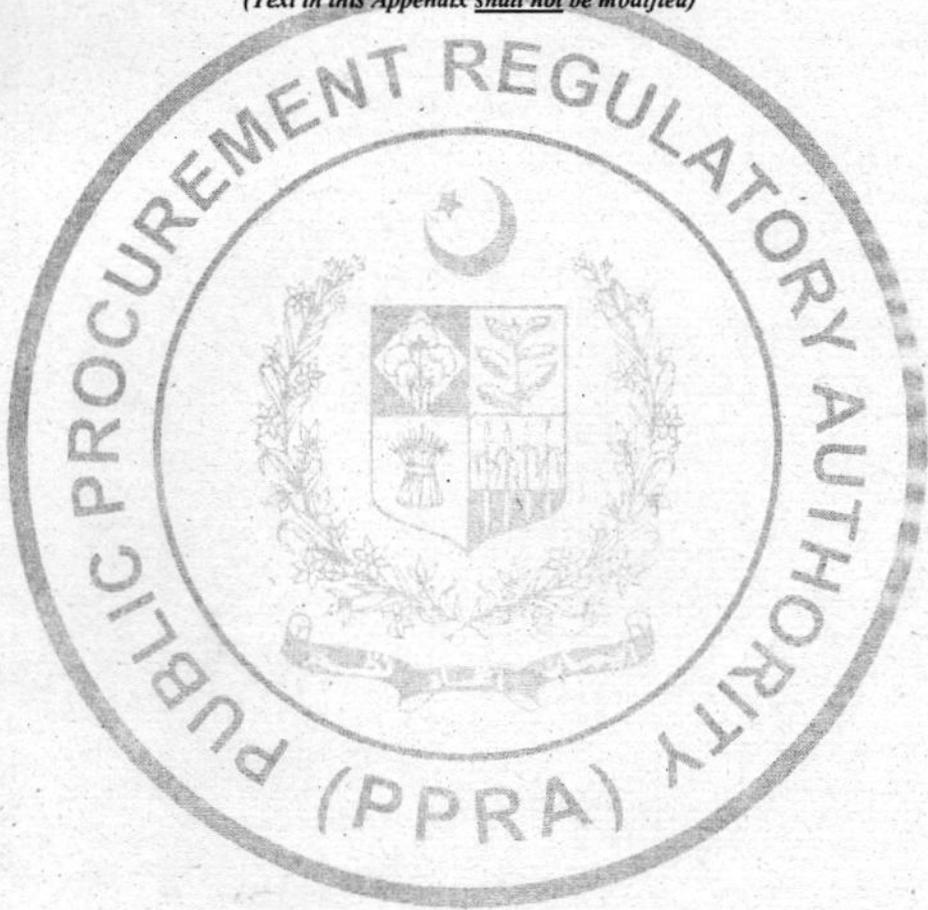
- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Agency shall pay the Supplier any monies due the Supplier.



**Appendix**  
**to Section A: Framework Agreement General**  
**Provisions**

**Integrity Pact**

*(Text in this Appendix shall not be modified)*



## Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

*[This section is to be completed by the Procuring agency as per the instructions provided in italicized text. The italicized text should be deleted from the final documents.]*

Framework Agreement General Provision	Description
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Goods, and any Related Services]</i> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 , (m) & (s) Single/Multi-User Insert Multi user definition in FAGP	<i>[state either "This is a Single-User Framework Agreement." or "This is a Multi-User Framework Agreement. All participating Procuring Agencies are listed at Schedule [insert Schedule number]" ]</i>
FAGP 1.1 (J) Procuring Agency' Country	The Procuring Agency's Country is: <i>[insert the name of the country if procurement is being made outside Pakistan]</i>
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: a. Framework Agreement, including all Sections and Schedules, b. Notice of Conclusion of a Framework Agreement, and c. Letter of Bid (from Primary Procurement process)
FAGP 3.4 Supplier's Obligations	<i>[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i>

<b>FAGP 4.</b> <b>Eligibility</b>	<p>At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible.</p> <p style="text-align: center;"><i>[[insert a list of the countries to apply the restriction or state "none"-.]]</i></p>
<b>FAGP 5.1</b> <b>Term</b>	<p>The Term of this Framework Agreement is <i>[enter number of years]</i> years. <i>[NOTE: the maximum initial Term permissible is 3 year]</i> from the Commencement Date.</p>
<b>FAGP 5.2</b> <b>Term extension(s)</b>	<p><i>[As applicable, indicate "(the total duration of the framework agreement shall not exceed three year)</i></p>
<b>FAGP 6.1</b> <b>Representatives</b>	<p><b><u>Procuring Agency's Representatives</u></b></p> <p>Selection one of the following OPTIONS</p> <p><i>OPTION 1: for a Single-User Framework Agreement use the following text]</i></p> <p>The name and contact details of the Procuring Agency's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
<b>FAGP 6.1</b> <b>Representatives</b>	<p><b><u>Supplier's Representatives</u></b></p>

	<p>The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:  Title/position:  Address:  Phone:  Mobile:  E-mail:</p>
<p><b>FAGP 8.1</b>  <b>Contract Price</b></p>	<p>The Contract Price that will apply to the purchase of Goods under a Call-off Contract shall be: <i>[modify as appropriate]</i></p> <p><b>For Direct Selection:</b></p> <p>the Base Price stipulated in the Framework Agreement, Schedule 2, subject to provisions below.</p> <p>or</p> <p><b>For Mini-competition:</b></p> <p>the successful competitive quotation subject to the provisions below.</p> <p>and</p> <p>any additional price for inland transportation and other services not included in the Base Price required in the Procuring Agency's Country to convey the Goods to their final destination specified in RFQ.</p>
<p><b>FAGP 8.1</b>  <b>Contract Price</b></p>	<p><b>Adjustments to the Base Price</b></p> <p><i>[Select one of the two options]</i></p> <p><i>[OPTION 1: use for FAs where the <u>determining indices related to the Base Price are not expected to vary by more than ±5% over the Term of the FA. In this case, use the following text:</u></i></p> <p>"The Base Price offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The Base Price shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract."  OR</p> <p><i>[OPTION 2: use for FAs where the <u>determining indices related to the Base Price are expected to vary by more than ±5% over the Term of the</u></i></p>

*FA* In this case use the following text:

"The Base Price shall not be subject to adjustments for Call-off contracts awarded within [insert number of months depending on trend of volatility of the prices] months from the date of conclusion of FA. For any Call-off contracts awarded after this specified period, the Base Price shall be subject to an adjustment as follows:

- a. for Call-off Contracts awarded through the Secondary Procurement method based on competitive quotations (mini-competition), Suppliers shall be required to offer prices that do not exceed their adjusted Base Prices in accordance with 12.2 below.
- b. for Call-off Contracts awarded through a Secondary Procurement method involving direct selection, (i.e. not awarded through a mini-competition), the price adjustment in 12.2 below shall be applied to that Supplier's Base Price to determine the Call-off Contract Price.

The price adjustment is intended to reflect changes in the cost of labor, material components, and/or other factors, over the relevant period of the FA. Where a price adjustment applies, it shall be calculated as follows:

$$P_1 = P_0 \left[ a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

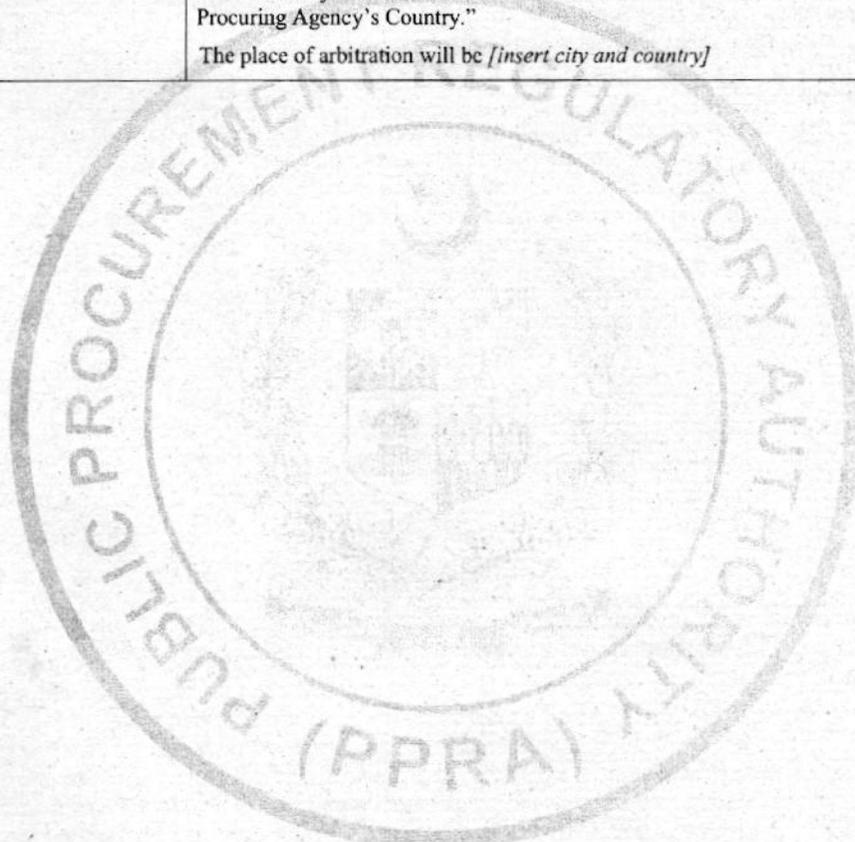
in which:

- $P_1$  = Call-off Contract Price.
- $P_0$  = Base Price, as described in the Framework Agreement, Schedule 2: Price Schedules.
- a = fixed element representing profits and overheads included in the Contract Price.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- $L_0, L_1$  = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- $M_0, M_1$  = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

	<p>The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.</p> <p>The coefficients are as follows:</p> <p><math>a =</math> [insert value of coefficient; generally, in the range of 5 to 15 percent]</p> <p><math>b =</math> [insert value of coefficient]</p> <p><math>c =</math> [insert value of coefficient]</p> <p>Base date = [insert specific date which was the date of thirty (30) days prior to the deadline for submission of the Bids in the Primary Procurement process]</p> <p>Date of adjustment =:</p> <p>i) <i>For Direct Selection: the date 30 days prior to the formation of the Call-off Contract</i></p> <p>ii) <i>For mini-competition: the date 30 days prior to the Request for Quotation.</i></p> <p>If the currency in which the Contract Price (<math>P_0</math>) is expressed, is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: <math>Z_0 / Z_1</math>, where:</p> <p><math>Z_0 =</math> the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price <math>P_0</math> on the Base date, and</p> <p><math>Z_1 =</math> the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price <math>P_0</math> on the Date of Adjustment.</p>
<p><b>FAGP 3.1 &amp; 8.1</b> <b>Contract Price</b></p>	<p>if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Pakistan (or 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 Base Price, then such Delivery Period and/or Base 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 Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the</p>

	same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAGP 8.1.
<b>FAGP 10.1 Language</b>	The language of this Framework Agreement, and any Call-off Contract is [insert language].
<b>FAGP 20.2 Dispute Resolution in relation to Call-off Contract.</b>	<p>( E procurement contract clause should be included)</p> <p>The rules of procedure for arbitration proceedings shall be as follows:</p> <p>a. [describe the proceedings that are to apply e.g.]</p> <p><i>[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Procuring Agency may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce. If the Procuring Agency chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p><i>"Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."</i></p> <p><i>If the Procuring Agency chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p><i>"All disputes arising in connection with this Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules."</i></p> <p><i>If the Procuring Agency chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p><i>"Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce."</i></p> <p><i>If the Procuring Agency chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p><i>"Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the</i></p>

	<p>London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.”</p> <p><i>For Contracts with a national Supplier of the Procuring Agency's Country:</i></p> <p>“In the case of a dispute between the Procuring Agency and a Supplier who is a national of the Procuring Agency's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring Agency's Country.”</p> <p>The place of arbitration will be <i>[insert city and country]</i></p>
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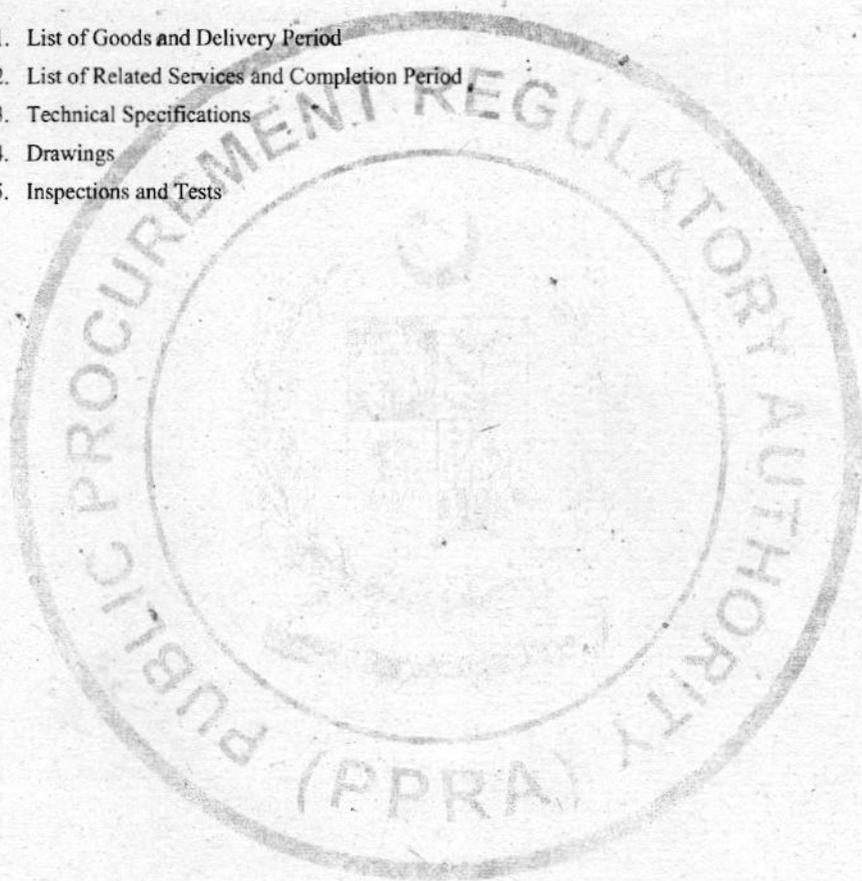


## SCHEDULE 1: Schedule of Requirements

*[insert the description of the Goods, requirements and technical specifications e.g.]*

### Contents

1. List of Goods and Delivery Period
2. List of Related Services and Completion Period
3. Technical Specifications
4. Drawings
5. Inspections and Tests



## SCHEDULE 2: Price Schedules

*[insert the price/pricing methodology and price schedules as appropriate e.g.:]*

### Contents

1. Goods Manufactured Outside Pakistan, to be imported
2. Goods Manufactured Outside Pakistan, already imported
3. Goods Manufactured in the Pakistan
4. Price for Related Services

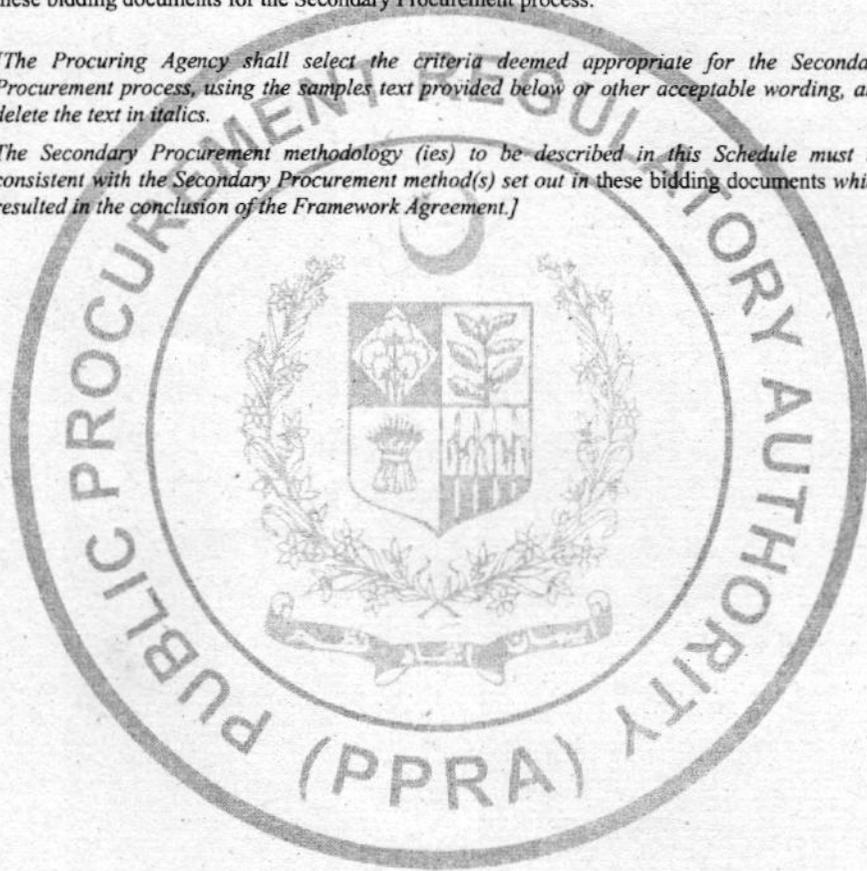


### SCHEDULE 3: Secondary Procurement

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.

*[The Procuring Agency shall select the criteria deemed appropriate for the Secondary Procurement process, using the samples text provided below or other acceptable wording, and delete the text in italics.]*

*The Secondary Procurement methodology (ies) to be described in this Schedule must be consistent with the Secondary Procurement method(s) set out in these bidding documents which resulted in the conclusion of the Framework Agreement.]*



## 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/are] *[insert the types of the Secondary Procurement Method(s) that apply. This may include methods used as examples below, or any other method(s) approved by the PPPRA Public Procurement Regulatory Authority.]*:

- (i) competitive quotations through mini-competition,
- (ii) direct selection based on location, and
- (iii) direct selection based on balanced division of supply.
- (iv) *[add any other applicable method]*

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

### 1.1 Competitive quotations (mini-competition) *[delete if not applicable as per paragraph 1 above]*

The Procuring Agency will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the Goods to be procured 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.]

**1.2 Direct selection based on location** *[delete if not applicable as per paragraph 1 above]*

The Procuring Agency will select an eligible Supplier holding a Framework Agreement, to deliver the Goods, based on which Supplier is best able to deliver the Goods, and any Related Services, based on the location where the Goods are to be supplied.

The Procuring Agency will issue a Call-off Contract using the prices/pricing mechanism set out 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.

The Procuring Agency will request the Supplier and include in the Call-off Contract Price the prices for any additional inland transportation and other related services, not included in the Base Price, in the Procuring Agency's Country to convey the Goods to their final destination.

**1.3 Direct selection based on balanced division of supply** *[delete if not applicable as per paragraph 1 above]*

The Procuring Agency will rotate the award of Call-off Contracts amongst all eligible Suppliers holding a Framework Agreement, based on a balanced division of supply linked to an upper limit. The upper limit is: *[insert upper limit in value or quantity]*.

The first Call-off Contract(s) will be awarded to the Supplier whose Framework Agreement has the lowest evaluated cost. The first Supplier will continue to be awarded Call-off Contracts until the total value/quantity of all Call-off Contracts awarded reaches the upper value/quantity limit.

A second supplier, whose Framework Agreement has the second lowest evaluated cost, will then be awarded the subsequent Call-off Contracts until the total value/quantity of all Call-off Contracts awarded reaches the upper value/quantity limit. And so on.

The Procuring Agency will issue a Call-off Contract using the prices/pricing mechanism set out in the Framework Agreement, Schedule 2 or as adjusted by the agreed price adjustment in which case all the bidders will have to match the base price of the lowest evaluated bidder. However, this shall not be applicable if the selection was based on quality and cost selection method.

The Procuring Agency will request the Suppliers and include in the Call-off Contract Price the prices for any additional inland transportation and other related services, not included in the Base Price, in the Procuring Agency's Country to convey the Goods to their final destination.

**1.4** *[add any other applicable method]*

## 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.

*[Describe the procedure(s) that applies to the formation of the Call-off Contract. Be specific e.g.]*

- 2.1 **For competitive quotations through mini-competition using a Request for Quotation**, the Call-off contract is formed when: *[select one of the three Options]*

### OPTION 1

"the Procuring Agency issues, the Letter of Award of Call-off Contract to the successful Supplier." *[add 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*

### OPTION 2

"the Procuring Agency transmits, to the successful Supplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Procuring Agency and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed."

### OPTION 3

"the Procuring Agency transmits, to the successful Supplier, a call-off order for the Goods and the supplier accepts the order." *(describe how this will happen, e.g. through return email, signed call-off order, etc.)*

- 2.2 **For direct selection based on location or balanced division of supply**, the Call-off contract is formed when the Procuring Agency transmits, to the successful Supplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Procuring Agency and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed, or the date agreed by the parties.

## 3. Communicating the award of Call-off Contract

*[Describe the process to announce the award of a Call-off Contract e.g.]*

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

- Direct Selection to all FA Suppliers for the items included in the Call-off Contract.
- 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

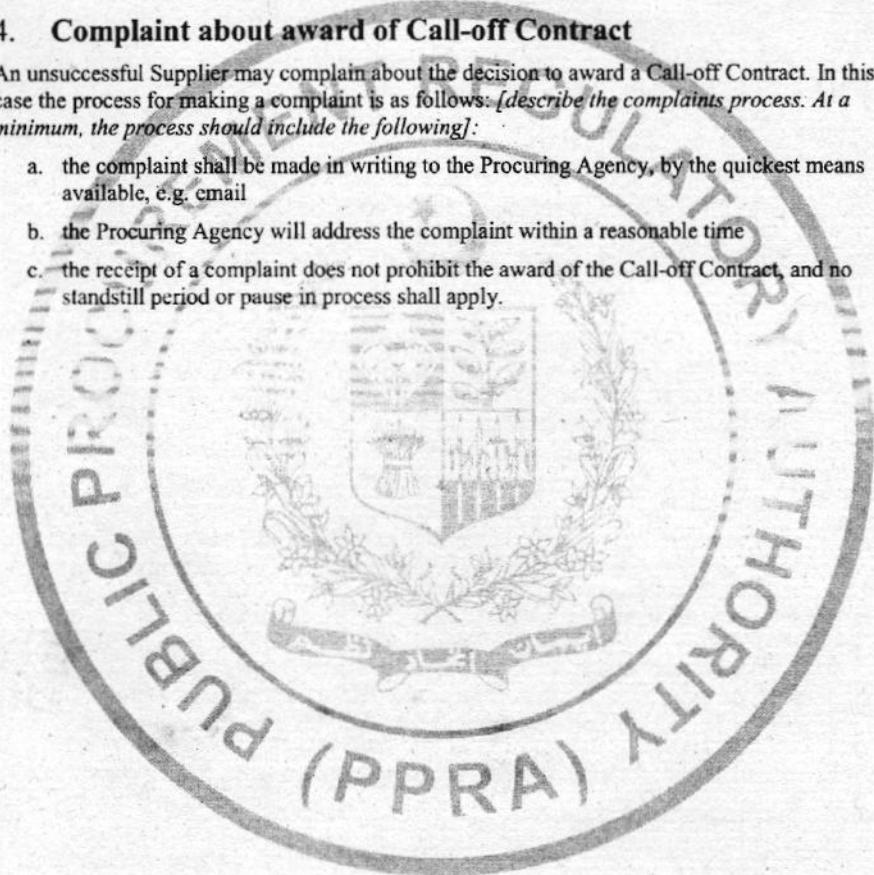
minimum, the following information:

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

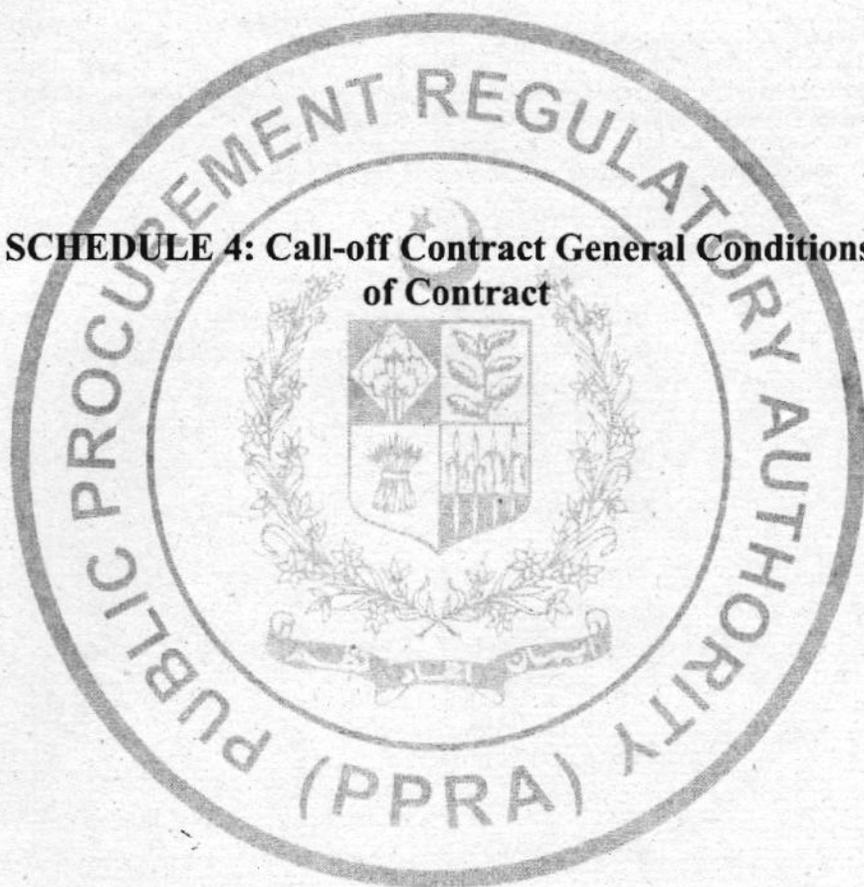
#### 4. Complaint about award of Call-off Contract

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: *[describe the complaints process. At a minimum, the process should include the following]:*

- a. the complaint shall be made in writing to the Procuring Agency, by the quickest means available, e.g. email
- b. the Procuring Agency will address the complaint within a reasonable time
- 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** 3.1 The Procuring Agency requires the Supplier to disclose any

**Corruption** 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 arbitrage 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  
Amendment**

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;
- 33.10 a 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
- 33.11 a 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:
- 33.19 a 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.

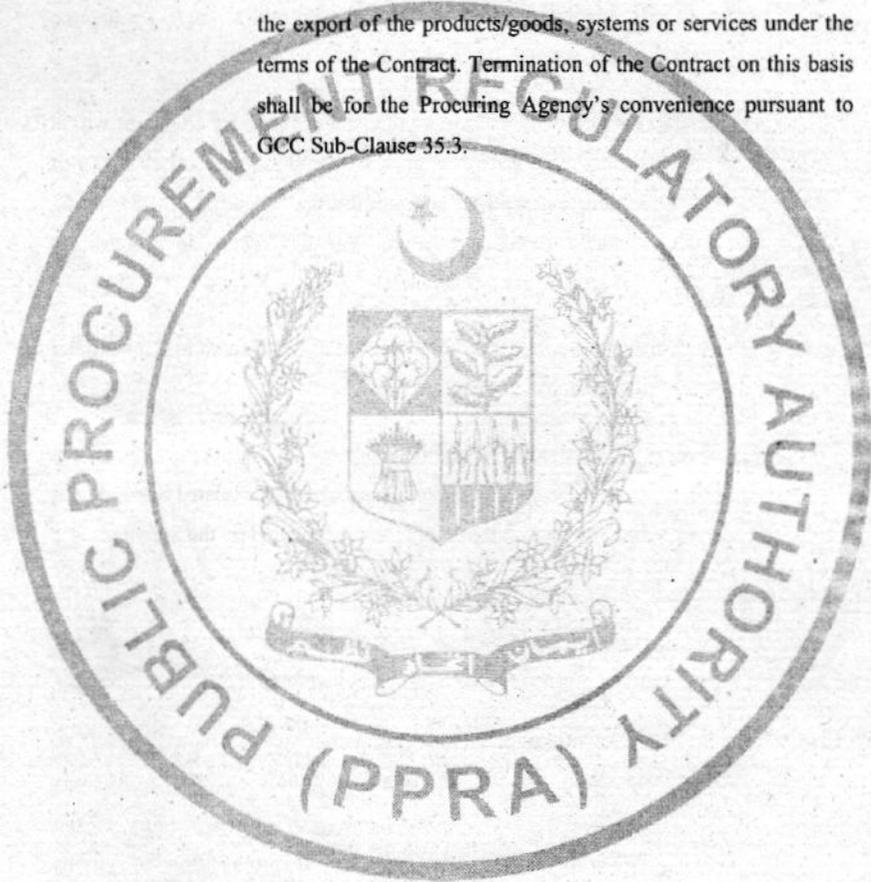
**36. Assignment**

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

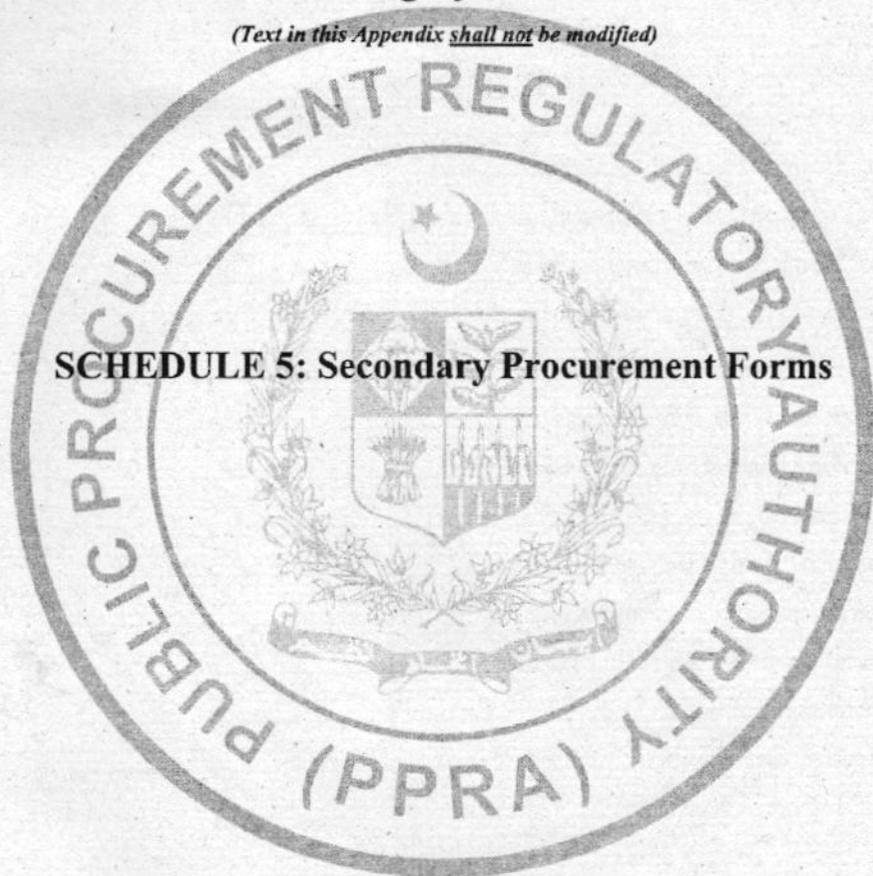
release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Agency that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary 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)**

<b>From:</b>	[Insert Procuring Agency's legal name]
<b>Procuring Agency's Representative:</b>	[Insert name of Procuring Agency's Representative]
<b>Title/Position:</b>	[Insert Representatives title or position]
<b>Address:</b>	[Insert Procuring Agency's address]
<b>Telephone:</b>	[Insert Representatives telephone number]
<b>Email:</b>	[Insert Representatives email address]
<b>To:</b>	[Insert Supplier's legal name]
<b>Supplier's Representative:</b>	[Insert name of Supplier's Representative]
<b>Title/Position:</b>	[Insert Representatives title or position]
<b>Address:</b>	[Insert Supplier's address]
<b>Telephone:</b>	[Insert Representatives telephone number]
<b>Email:</b>	[Insert Representatives email address]
<b>Framework Agreement (FA):</b>	[Insert short title of FA]
<b>FA Date:</b>	[Insert FA Date]
<b>FA Reference No.</b>	[Insert FA reference]
<b>RFQ Ref No.:</b>	[Insert reference]
<b>RFQ Date:</b>	[Insert date of RFQ]
<b>RFQ issued:</b>	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: \_\_\_\_\_

(PPRA)

**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 No	Description of Goods	Quantity required	Physical unit	Named Place of Destination	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIF, 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

<b>From:</b>	[Insert Supplier's legal name]
<b>Supplier's Representative:</b>	[Insert name of Supplier's Representative]
<b>Title/Position:</b>	[Insert Representatives title or position]
<b>Address:</b>	[Insert Supplier's address]
<b>Email:</b>	[Insert Supplier's email address]
<b>To:</b>	[Insert Procuring Agency's legal name]
<b>Procuring Agency's Representative:</b>	[Insert name of Procuring Agency's Representative]
<b>Title/Position:</b>	[Insert Representatives title or position]
<b>Address:</b>	[Insert Procuring Agency's address]
<b>Framework Agreement (FA)</b>	[Insert short title of FA]
<b>FA Reference No.</b>	[Insert Procuring Agency's FA reference]
<b>Date of Framework Agreement:</b>	[Insert FA date]
<b>RFQ Ref No.:</b>	[Insert Procuring Agency's reference]
<b>Date of Quotation:</b>	[Insert date of Quotation]

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: \_\_\_\_\_









## 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**

## Call-off Contract for the supply of Goods

<b>Framework Agreement (FA):</b>	<i>[insert short title of FA]</i>
<b>FA Date:</b>	<i>[insert FA date]</i>
<b>FA reference number:</b>	<i>[insert FA reference number]</i>
<b>Goods:</b>	<i>[short title for type of Goods]</i>

<b>Procuring Agency:</b> <i>[name of Procuring Agency]</i> <i>[address]</i>		<b>Supplier:</b> <i>[name of Supplier]</i> <i>[address]</i>		
GOODS (GCC 1.1 i)				
Code	Product name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description of Goods]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:				
			<b>Total</b>	
Required Delivery period as per INCOTERMS <i>[See Delivery Periods in the FA]</i>		<i>[insert period]</i> as per applicable INCOTERMS		

RELATED SERVICES (GCC 1.1 D)				
Code	Name/description of service	Quantity	Price	Total
[insert code]	[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.]	[number]	[price]	[amount]
Special instructions/comments:				
		<b>Total</b>		
Required Completion period [See Completion Periods in the FA]		[insert period]		

**Contract Documents (GCC 2)**

- 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.
- Letter of Award of Call-off Contract
  - Supplier's Quotation (if applicable)
  - Addenda No. \_\_\_\_ (if any)
  - Special Conditions of Call-off Contract
- and by reference the following documents:
- Framework Agreement,
  - Section A- Framework Agreement General Provisions,
  - Section B- Framework Agreement Specific Provisions
  - Schedule I: Schedule of Requirements [insert relevant items from schedule 1 as applicable to the Call-off contract such as technical specifications, any drawings, and

*inspection and tests]*

(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.

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

<p><b>Shipping and other documents to be provided</b> 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> <p>(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</p> <p>(ii) on shipment.</p>
<p><b>Contract Price</b> 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><b>Terms of payment</b> GCC 16.1</p>	<p><b>Sample provision</b> [<i>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</i>]</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><b>1. Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in [<i>insert currency of the Contract Price</i>] in the following manner:</p> <p>[<b>OPTION 1</b>]</p>

- (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.

**2. Payment for Goods and Services supplied from within the Procuring Agency's Country:**

Payment for Goods and Services supplied from within the Procuring Agency's Country shall be made in *[insert currency]*, as follows:

	<p>(i) <b>Advance Payment:</b> 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.</p> <p>(ii) <b>On Delivery:</b> Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in <b>GCC Clause 13</b>.</p> <p>(iii) <b>On Acceptance:</b> 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>
<b>Interest due for late payment</b> GCC 16.5	<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>
<b>Performance Security (or Guarantee)</b> GCC 18.1	<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:"</i> <i>[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>
<b>Form of Performance Security (or Guarantee)</b> GCC 18.3	<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>
<b>Discharge of Performance Security (or Guarantee)</b> GCC 18.4	<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>
<b>Packing, marking and documentation</b> GCC 23.2	<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>
<b>Insurance cover</b>	<p>The insurance coverage shall be as specified in the Incoterms.</p>

GCC 24.1	<p><i>OR</i></p> <p>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><b>Transportation</b> GCC 25.1</p>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>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><b>Inspections and tests</b> 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><b>Site of inspections and tests</b> GCC 26.2</p>	<p>The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i></p>
<p><b>Liquidated damages</b> 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><b>Warranty</b> GCC 28.3</p>	<p>The period of validity of the Warranty shall be <i>[insert number]</i> days.  For purposes of the Warranty, the place(s) of final destination(s) shall be:  <i>[insert name(s) of location(s)].</i></p> <p><b>Sample provision</b></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><b>Repair/replacement</b> GCC 28.5 GCC 28.6</p>	<p>The period for repair or replacement shall be [insert number] days.</p>
<p><b>Value Engineering</b> GCC 33.4</p>	<p>[Delete if value engineering is not applicable]</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 [insert % number]. [Note: The percentage is normally up to 50% of the reduction in the Contract Price.]</p>
<p><b>Additional instructions</b></p>	<p>[insert any additional details or instructions as necessary, otherwise delete this row]</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.

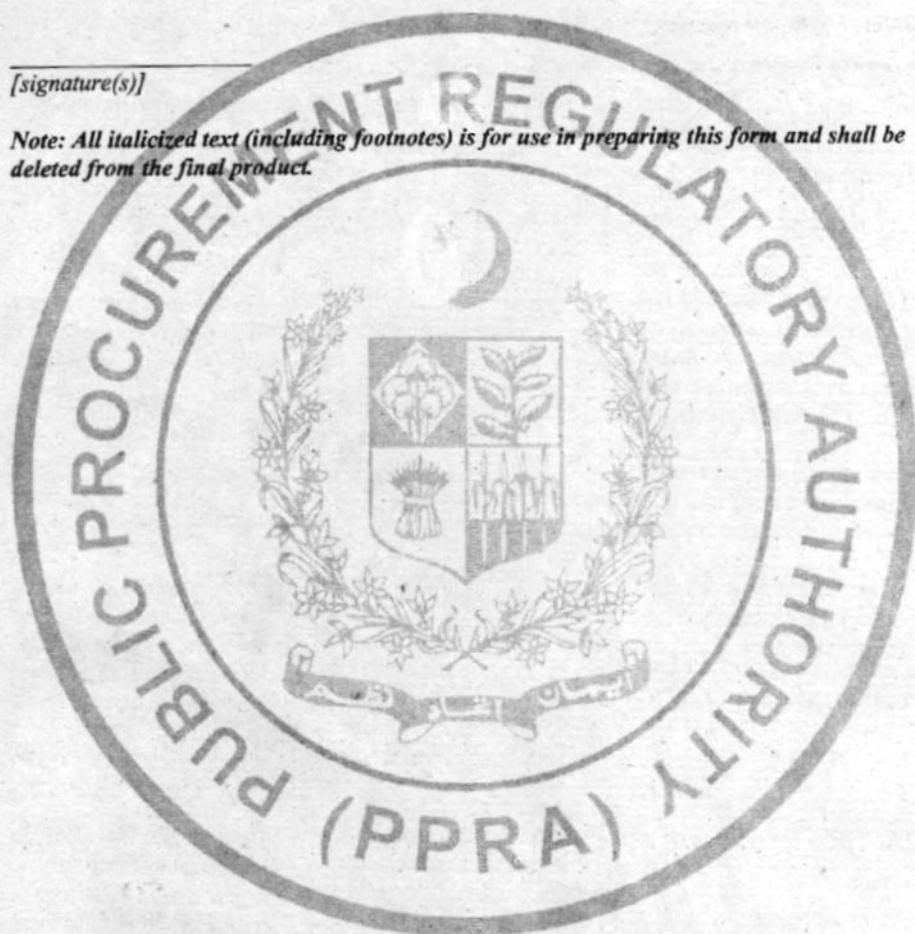
A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's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



## SCHEDULE 6: List of Procuring Agencies (if applicable)

*[delete this section if this is a Single-User FA i.e. single Procuring Agency FA]*

The following agencies are participating as Procuring Agencies in this Framework Agreement.

#	Name of Procuring Agency	Address	Representative
1.	<i>[insert complete name of Lead Procuring Agency/Procuring Agency #1] [insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
2.	<i>[insert complete name of Procuring Agency #2] [insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
3.	<i>[insert complete name of Procuring Agency #3] [insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail: