

GOVERNMENT OF PAKISTAN
MINISTRY OF INTERIOR
NATIONAL DATABASE AND REGISTRATION AUTHORITY (NADRA)
REGIONAL HEAD OFFICE GWADAR



TENDER NOTICE

Invitation of E-Bids

**Proposals for Prequalification
For Repair & Maintenance of Generators and Vehicles
(RHO Gwadar & Its Offices)
Tender # NADRA-RHO/GWD/PT-2025-26/010**

1. **Regional Head Office NADRA Gwadar**, invites applications through Electronic Bids (EPADS) from the Suppliers/Contractors, registered with Income Tax / Sales Tax / BRA Departments and who are on Active Taxpayers List of the Federal Board of Revenue for Prequalification of following Categories/ Lots.

Lot-1). REPAIR & MAINTENANCE OF VEHICLES

Lot-2) REPAIR & MAINTENANCE OF GENERATORS

for Open Framework Agreement.

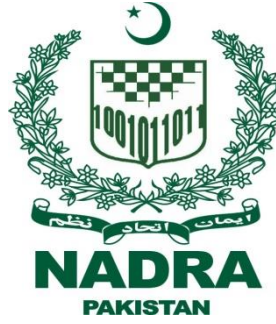
2. Prequalification documents, containing detailed terms and conditions, qualification and evaluation criteria etc are available for the registered bidders on EPADS at <https://eprocure.gov.pk>

3. The proposals, prepared in accordance with the instructions provided in the prequalification documents, the electronic bids must be submitted using EPADS on or before **Lot- 1- 30th April, 2026 at 01:00 PM** and **Lot-2 – 30th April, 2026 01:30 PM**. Electronic bids / proposals will be opened on **Lot – 1 – 30th April, 2026 at 01:30 PM** and **Lot-2 – 30th April, 2026 02:00 PM**. The bids / proposal will be opened on EPADS, thereafter in public and in the presence of bidder's representatives who choose to attend in the opening at NADRA Regional Head Office GPA Complex Main Airport Road Gwadar. This advertisement and Pre-qualification documents are also available on PPRA website at www.ppra.org.pk.

4. Terms and Conditions:

- Proposals received after submission of due date / time mentioned above will not be entertained.
- This advertisement and prequalification documents are also available on PPRA website at www.ppra.org.pk.
- NADRA reserves the rights to reject all bids/proposals under PPRA Rules 33 and can cancel the bidding process before acceptance of bid proposal.

Tender No: NADRA-RHO/GPA/PT-2025-26/010



PRE-QUALIFICATION

Procurement of Goods, Supply, Works and Services
Regarding Repair & Maintenance of
Vehicles and Generators)
Through Framework Agreements

(Lot-I). REPAIR & MAINTENANCE OF VEHICLES

(Lot-II). REPAIR & MAINTENANCE OF GENERATORS

For Open Framework Agreement.

April 2026

(National Competitive Bidding)

National Database & Registration Authority
RHO NADRA GWADAR

Admin Section

Sayad Hashumi Chowk Marine Drive Gwadar

Mob: 0349-1000298

Email: Muhammad.arif_001@nadra.gov.pk

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.

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, works and allied services. 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).



NADRA
PAKISTAN

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 Repair & Maintenance of Vehicles and Repair & Maintenance of Generators in accordance with the provisions of the framework agreement through prequalification proceedings.

Prequalification Document (Repair & Maintenance of Vehicles and Repair & Maintenance of Generators)

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 / Supplies, Services and Works and Related Services regarding repair & maintenance of vehicles and repair & maintenance of generators including provisional estimate of the required volume and/or quantity, Technical Specifications and Drawings (if applicable), and Delivery and Completion Schedules.



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**Assistant Director (Admin)
NADRA, Regional Head Office (RHO) Gwadar
Admin Section
Sayad Hashumi Chowk, Marine Drive, Gwadar
Mob: 0349-1000298
E-mail: Muhammad.arif_001@nadra.gov.pk**

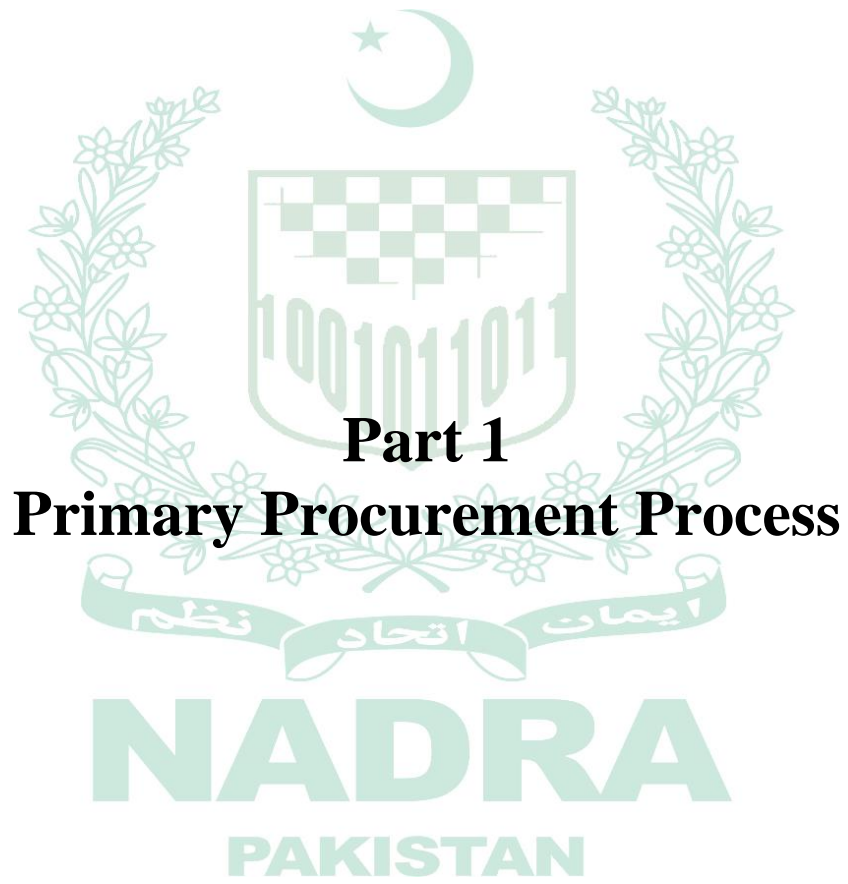


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A. General

1. Scope of Bid

- a) In connection with the “Invitation for Prequalification” and subsequent prequalification of the Applicants, Regional Head Office NADRA Gwadar hereinafter called (RHO Gwadar), issues this set of Bidding Documents to the Prequalified Applicants inviting them to take part in the Primary Procurement Process for the procurement of Supplies / Goods / Item / Works / Services (Repair & Maintenance of Vehicles and Generators) regarding repair & maintenance of vehicles and repair & maintenance of generators this process may lead to Open Framework Agreement(s) being concluded with the successful Bidder(s). The name (including identification) of this Invitation to Bid is specified in the BDS.
- b) Throughout this set of Bidding Documents:
- 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;
- d) if the context so requires, “singular” means “plural” and vice versa;
- e) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of NADRA. It excludes the official public holidays;
- f) “Call-off Contract” means a contract awarded, under Open Framework Agreement, through a Secondary Procurement process, for the supply of Supplies / Goods / Item / Works / Services regarding repair & maintenance of vehicles and repair & maintenance of generators
- g) “Open Framework Agreement” means an agreement with specified terms and conditions without an agreed base price;
- h) “Delivery Period” is the specified period from the date of formation of a Call-off contract for delivery / supply / works / services as per the applicable terms and conditions and/or the Incoterms (as the case may be).
- i) “Framework Agreement (FA)” means a contractual arrangement which allows NADRA RHO Gwadar to procure goods, services or works regarding repair & maintenance of vehicles and repair & maintenance of generators that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders;]
- j) “FA Supplier” means a Supplier with whom Frame Agreement is (or is to be) made;
- k) “Goods” means all goods, materials or items that the FA Supplier is required to supply to NADRA RHO Gwadar 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;
- l) “Multi-Supplier Framework Agreement” means where more than one Bidder (Supplier) concludes a Framework Agreement
- m) “Primary Procurement Process” means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s);
- n) “Related Services” means the services (if applicable) incidental to

	<p>the supply / works / services etc such as insurance, 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 NADRA RHO Gwadar to select a FA Supplier, and award a Call-off Contract for the Supplies / Goods / Item / Works / Services for repair & maintenance of vehicles and repair and maintenance of generators</p> <p>p) “Single-Supplier Framework Agreement” means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for Supplies / Goods / Item / Works / Services for repair & maintenance of vehicles and repair & maintenance of generators</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 / completion of work Supplies / Goods / Item / Works / Services for repair & maintenance of vehicles and repair & maintenance of generators 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>2. Source of Funds</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 RHO NADRA Gwadar for each deliverable / complete work / services / supplies (Repair & Maintenance of Vehicles and Generators) etc and will be subject in all respects to the terms and conditions of the resulting contract placed by NADRA RHO Gwadar.</p>
<p>3. Fraud and Corruption</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 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</p>

	<p>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>
<p>4. Eligible Bidders Applicants</p>	<p>4.1 An Applicant / bidder may be a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing JV agreement or with the intent to enter into such an agreement supported by a letter of intent.</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/BDS, there is no limit on the number of members in a JV.</p>
	<p>4.2 An Applicant may apply for Prequalification both individually, and as part of a joint venture, or participate as a subcontractor. If prequalified as a JV only, it will not be permitted to bid for the same contract as an individual entity. Bids submitted in violation of this provision will be rejected.</p> <p>4.3 An Applicant and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that entity) may submit its Application for Prequalification either individually, as joint venture or as a sub-contractor among them for the same contract. However, if prequalified only one prequalified Applicant will be allowed to bid for the same contract. All Bids submitted in violation of this provision will be rejected.</p>
	<p>4.4 Applicants shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Procuring Agency for execution of subsequent Framework Agreement(s) or Call off Contract(s). In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of the Procuring Agency (or a recipient of a part of the funds) who:</p> <p>(a) are directly or indirectly involved in the preparation of the</p>

	<p>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>
	<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.</p>
	<p>4.6 An Applicant shall provide such documentary evidence for determining the eligibility of the Applicant to the reasonable satisfaction of the Procuring Agency.</p>
5. Eligibility (in terms of Nationality)	<p>5.1 Applicants may be ineligible if they are nationals of ineligible countries as indicated in Section V.</p>
<p>1. Contents of the Bidding Documents</p>	
6. Sections of Prequalification Documents	<p>6.1 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>PART 1 A- Bidding Procedures</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>PART 2 A - Supply Requirements</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>PART 3 - Forms</p> <p>PART 4 - Framework Agreement (FA)</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>SCHEDULE 4: Call-off Contract General Conditions of Contract</p> <p>SCHEDULE 5: Secondary Procurement Forms</p>
	<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 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 Prequalification Documents and Pre-Application Meeting</p>	<p>7.1 An Bidder / Applicant requiring any clarification of the Prequalification / Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address indicated in the PDS/BDS or EPADS. 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 Bid / Applications. The Procuring Agency shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification / Bidding 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/BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the PDS/BDS. Should the Procuring Agency deem it necessary to amend the Prequalification / Bidding 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/BDS, the Applicant’s / Bidder’s designated representative is invited at the Applicant’s / Bidder’s cost to attend a pre-Application / Bid meeting at the place, date and time mentioned in the PDS/BDS. During this Pre-Application / Bid meeting, prospective Applicants / Bidder may request clarification of the schedule of requirement, the qualification criteria or any other aspects of the Prequalification Documents.</p> <p>7.3 Minutes of the Pre-Application / Bid meeting, if applicable, including the text of the questions asked by Applicants / 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 Applicants / Bidder who have obtained the Prequalification / Bidding 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 / Bid meeting will not be a cause for disqualification of an Applicant.</p>
<p>8. Amendment of Bidding Documents</p>	<p>8.1 At any time prior to the deadline for submission of Bid, the Procuring Agency may amend the Bidding Documents by issuing an Addendum.</p> <p>8.2 Any Addendum issued shall be part of the Bidding Document and shall be</p>



	<p>communicated in writing or EPADS to all Bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's or authorities' web page and EPADS:</p> <p>Provided that a bidder who had either already submitted their bid or handed over the bid 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>8.3 To give bid reasonable time to take an Addendum into account in preparing their bid, 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>
2. Preparation of Bids	
9. Cost of Bid	<p>9.1 The Applicant / Bidder shall bear all costs associated with the preparation and submission of its bid. The Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Prequalification process.</p>
10. Language of Bid	<p>10.1 The Bidder / Applicant as well as all correspondence and documents relating to the Prequalification exchanged by the Bidder and the Procuring Agency, shall be written in the language specified in the BDS. 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 BDS, in which case, for purposes of interpretation of the Application, the translation shall govern.</p>
11. Documents Comprising of the Bid	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Bis Submission Letter, in accordance with ITA 12.1; (b) Eligibility: documentary evidence establishing the bidder's eligibility, in accordance with ITB 13.1; (c) Qualifications: documentary evidence establishing the Bidder's qualifications, in accordance with ITA 14; and (d) any other document required as specified in the BDS.
13 Alternative Bids	<p>13.1 Alternative Bids shall not be permitted in this Primary Procurement process</p>
14. Bid Prices and Discounts	<p>14.1 No Financial Proposal will be offered by bidders in Primary Procurement Process. Only Technical Proposal will be offered. Bid Prices and Discounts will be offered by bidders in Secondary Procurement Process stage.</p>
15. Currencies of Bid and Payment	<p>15.1 The currency (ies) of the Bid offered in Secondary Procurement Process and the currency (ies) of payments shall be the same. The Bidder shall quote in the Pak Rupees, unless otherwise specified in the BDS.</p>

<p>16. Documents Establishing the Qualifications of the Bidder</p>	<p>16.1 To establish its qualifications to perform the contract(s) in accordance with Section III (Qualification Criteria and Requirements), the Bidder shall provide the information requested in the corresponding Information Sheets included in Section IV (Bidding Forms).</p> <p>16.2 Wherever an Bidding Form requires an Bidder to state a monetary amount, Bidder should indicate the Pak Rupee equivalent using the rate of exchange determined as follows:</p> <ul style="list-style-type: none"> (a) for turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted). (b) value of single contract - Exchange rate prevailing on the date of the contract. <p>16.3 Exchange rates shall be taken from the publicly available source identified in the BDS. Any error in determining the exchange rates in the Application may be corrected by the Procuring Agency.</p> <p>16.4 The documentary evidence of the Applicant's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction:</p> <ul style="list-style-type: none"> (a) that, if required in the BDS, 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 / Services / Works to supply / completed regarding repair & maintenance of vehicles and repair & maintenance of generators in the Procuring Agency's Country; (b) that, if required in the BDS, in case of Bidder not doing business within Islamic Republic of Pakistan (or the country 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>17. Period of Validity of Bids</p>	<p>17.1 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 NADRA RHO Gwadar in accordance with ITB 21.1). A Bid valid for a shorter period shall be rejected by NADRA RHO Gwadar as non-responsive.</p> <p>17.2 In exceptional circumstances, prior to the expiration of the Bid validity period, NADRA may request Bidders to extend the period of validity of their 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 ITB</p>
<p>18. No Bid Security or Bid Securing Declaration</p>	<p>18.1 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>19. Format and Sign-</p>	<p>19.1 The Bidder shall prepare one original of the documents comprising</p>



<p>ing of Bid</p>	<p>the Bid (containing only technical Proposal) as described in ITB 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid (containing only technical Proposal), in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail. Bids shall only be submitted through EPADS.</p> <p>19.2 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>19.3 The original and all copies of the Bid (containing only technical Proposal) shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder and shall be submitted through EPADS. This authorization shall consist of a written confirmation as specified in the BDS 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 by the person signing the Bid.</p> <p>19.4 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>
<p>5. Submission and Opening of Bids</p>	
<p>20. Sealing and Marking of Bids</p>	<p>20.1 The Bidder shall submit the bids containing all required documents as mentioned in the eligibility and qualification criteria of this proposal documents electronically through EPADS</p> <p>(a) in an envelope marked “ORIGINAL”, (containing only technical Proposal), as described in ITB 11; and</p> <p>(b) in an envelope marked “COPIES”, all required copies of technical Proposal; and,</p> <p>20.2 The inner and outer envelopes, shall:</p> <p>(c) bear the name and address of the Bidder;</p> <p>(d) be addressed to NADRA RHO Gwadar 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>20.3 If all envelopes are not sealed and marked as required, NADRA RHO Gwadar will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>21. Deadline for Submission of Bid</p>	<p>21.1 Bids (containing only technical Proposal) must be received at the address and no later than the date and time specified in the BDS.</p>



	<p>When so specified in the BDS, Bidders shall have only submitting their Bids electronically through EPADS. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified by PPRA through EPADS</p> <p>21.2 If required in accordance with the provisions of ITB 8.3, RHO NADRA Gwadar will extend the deadline for the submission of Bids, in which case all rights and obligations of NADRA RHO Gwadar and the Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
<p>22. Late Bid</p>	<p>22.1 The procuring agency shall not consider any Bid that arrives after the deadline for submission of Bids through EPADS, in accordance with ITB 21. Any Bid received after the deadline for submission of Bids shall be declared late, rejected,</p>
<p>23 Withdrawal, Substitution, and Modification of Bids</p>	<p>23.1 A Bidder may withdraw, substitute, or modify its Bid through EPADS 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 ITB 19 (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> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 19 and ITB 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and (b) received prior to the deadline prescribed for submission of Bids, in accordance with ITB 21. <p>23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned.</p> <p>23.3. 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>
<p>24. Opening of Bid</p>	<p>24.1 Except as in the cases specified in ITB 22 and ITB 23, NADRA RHO Gwadar shall, at the Bid opening, publicly open all Bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders’ designated representatives and anyone who chooses to attend through EPADS.</p> <p>24.2 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 or as per EPADS requirements. 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</p>

	<p>withdrawal and is read out at Bid opening.</p> <p>24.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid (containing only technical Proposal) 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>24.4 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>24.5 Next, all remaining envelopes (Containing only Technical proposal) shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; and any other details as RHO NADRA Gwadar may consider appropriate.</p> <p>24.6 RHO NADRA Gwadar shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 22).</p> <p>24.7 NADRA RHO Gwadar shall prepare a record of the Bid opening that shall include, as a minimum;</p> <p style="padding-left: 40px;">(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;</p> <p>24.8 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>
<p>6. Evaluation and Comparison of Bids</p>	
<p>25. Confidentiality</p>	<p>25.1 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 38.1.</p> <p>25.2 Any effort by a Bidder to influence NADRA in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>25.3 Notwithstanding ITB 25.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact NADRA RHO Gwadar on any matter related to the Bidding process, it should do so in writing.</p>
<p>26. Clarification of Bid</p>	<p>26.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, NADRA RHO Gwadar 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</p>

	<p>not in response to a request by NADRA shall not be considered. NADRA's request for clarification and the response shall be in writing or EPADS.</p> <p>26.2 If a Bidder does not provide clarifications of its Bid by the date and time set in NADRA's request for clarification, its Bid may be rejected.</p>
27. Deviations, Reservations, and Omissions	<p>27.1 During the evaluation of Bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding documents;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.</p>
28. Determination of Responsiveness	<p>28.1 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.</p> <p>28.2 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:</p> <p>(a) If accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of Stationery Items and/or Printing Services specified in the Framework Agreement; or</p> <p>(ii) limit in any substantial way, inconsistent with the Bidding documents, NADRA RHO Gwadar rights or the Bidder's obligations under the Framework Agreement; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>28.3 NADRA RHO Gwadar shall examine the technical aspects of the Bid submitted in accordance with ITB 16, 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.</p> <p>28.4 If a Bid is not substantially responsive to the requirements of Bidding documents, it shall be rejected by Procuring Agency i.e. NADRA RHO Gwadar and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
29. Nonconformities, Errors and Omissions	<p>29.1 Provided that a Bid is substantially responsive, Procuring Agency may waive any minor non-conformities in the Bid.</p> <p>29.2 Provided that a Bid is substantially responsive, procuring agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-</p>

	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. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
30 Correction of Arithmetical Errors	30.1 Since no Financial Proposal is submitted at this stage, correction of arithmetical errors is not required.
31. Conversion to Single Currency	31.1 Since no Financial Proposal is submitted at this stage, conversion to single currency is not required.
32. Preferences	32.1 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes unless specified otherwise in BDS .
33. Evaluation of Bids	33.1 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.
34. Comparison of Bids.	34.1 Comparison of bids to select the most advantageous bid will be solely dependent upon the required criteria achieved by the bidder.
35. Qualification of the Bidder(s)	35.1 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.
36. Procuring Agency Right to Accept or Reject All Bids	36.1 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.
37. Standstill Period	37.1 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 43 . 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.
38. Notification of Intention to Conclude a Framework Agreement	38.1 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"> (a) the name and address of the Bidder(s) submitting the successful Bid(s); (b) the names of all Bidders who submitted Bids, and their Bids

	<p>as evaluated;</p> <p>(c) 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;</p> <p>(d) the expiry date of the Standstill Period;</p> <p>(e) instructions on how to request a debriefing and/or submit a complaint during the standstill period.</p>
7. Conclusion of a Framework Agreement	
39. Framework Agreement Criteria	<p>39.1 This is an Open Framework Agreement. The bidders will be selected on the basis of Technical Proposals submitted by them. No financial proposals are required in primary procurement process.</p> <p>39.2 Procuring Agency shall specify in the BDS and/or Section III A (Evaluation Criteria), the technical criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded.</p>
40. Notification to Conclude a Framework Agreement	<p>40.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 37.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, NADRA RHO Gwadar shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p>
41. No Obligation to Purchase	<p>41.1 The conclusion of a Framework Agreement shall not impose any obligation on NADRA RHO Gwadar to procure / purchasing of supply / goods / item / works / services etc under the Framework Agreement.</p>
42. Non-exclusivity	<p>42.2 This Primary Procurement process is non-exclusive, and Procuring Agency i.e. NADRA RHO Gwadar reserves the right to procure all items / goods / equipment / works / services from other suppliers who are not FA Suppliers.</p>
43. Signing the Framework Agreement	<p>43.1 Unless an earlier deadline is stipulated in the BDS, the Bidder shall sign, date and return the Framework Agreement within Ten (10) days of receipt of the same.</p>
44. Publication of the Conclusion of Framework Agreement Notice	<p>44.1 Within ten (10) Working Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s), as per ITB 40.1, NADRA RHO Gwadar shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:</p> <p>(a) name and address of Procuring Agency;</p> <p>(b) name and reference number of the Framework Agreement being concluded, and the selection method used;</p> <p>(c) names of all Bidders that submitted Bids and evaluation mechanism;</p>

	<p>(d) names of all Bidders whose Bids were rejected either as non-responsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and</p> <p>(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.</p>
<h2>8. Secondary Procurement Process for awarding a Call-off Contract</h2>	
<p>45. Method and criteria for award of Call-off Contract</p>	<p>45.1 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 Goods must continue to be eligible, as per the criteria stipulated in these bidding documents. Procuring Agency may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.</p>
<p>46. Adjustment to the Base Price</p>	<p>46.1 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.</p>
<h2>8. Grievance Redressal Mechanism</h2>	
<p>1. Grievance Redressal Mechanism</p>	<p>1.87 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>1.88 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the 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>1.89 Any Bidder feeling aggrieved by any act of 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>1.90 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>1.91 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>1.92 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>1.93 Any bidder or 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>1.94 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>1.95 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>1.96 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>1.97 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>
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9.Blacklisting Mechanism

Section I - Instructions to Bidders

<p>32. Mechanism of Blacklisting</p>	<p>32.1 The Procuring Agency shall bar for the time prescribed under Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined under rule-2; ii. Fails to perform his contractual obligations; or iii. Fails to abide by bid securing declaration;. <p>32.2 The 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</p>
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	<p>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> <p>32.7 The procuring Agency shall decide the matter within fifteen days from the date 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 of the last date of personal hearing..</p> <p>32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p> <p>32.9 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>32.10 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>32.11 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>32.12 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 the bidder from the allegations. The decision of the Authority shall be final.</p>
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Section II A - Bid Data Sheet (BDS)



The following specific data for procurement of repair & maintenance of vehicles and repair & maintenance of generators (Goods / Supplies / Items / works / Services) 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.

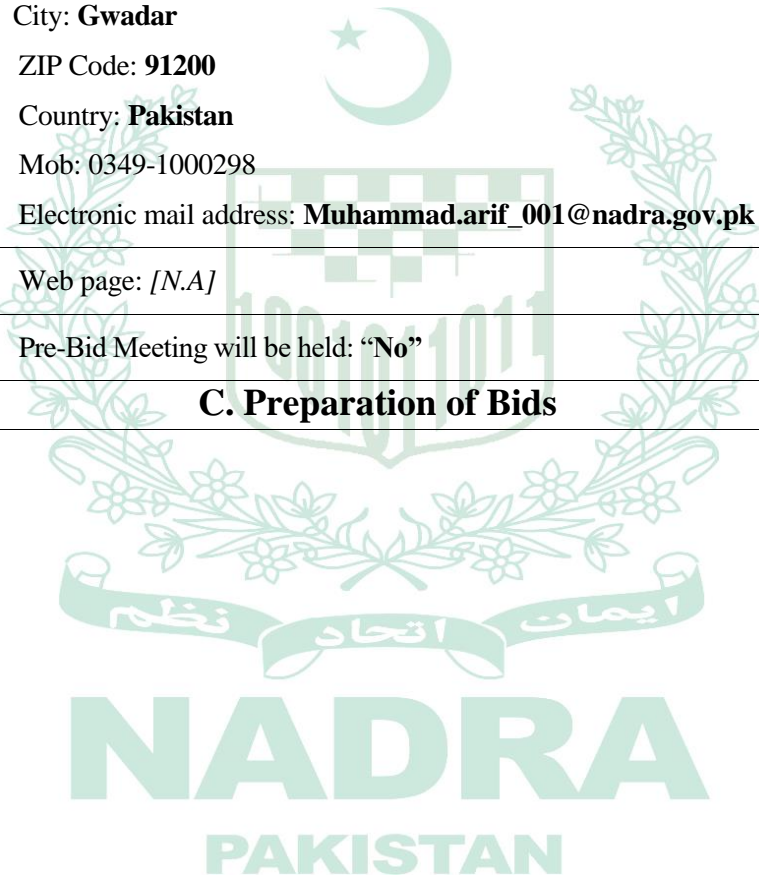
[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process.]

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

Section II – Bid Data Sheet (BDS)	
A. General	
ITB 1	<p>The identification number of the Invitation for Prequalification is: NADRA-RHO/GWD/PT-2025-26/010</p> <p>The Procuring Agency is: NADRA Regional Head Office Gwadar Address:- Sayad Hashumi Chowk, Marine Drive Gwadar Assistant Director (Admin) NADRA Regional Head Office Gwadar, Sayad Hashumi Chowk, Marine Drive Gwadar.</p> <p>Following is the list of categories / Lots Lot-I. <u>REPAIR & MAINTENANCE OF VEHICLES</u> Lot-II. <u>REPAIR & MAINTENANCE OF GENERATORS</u></p>
ITB 1	<p>Multi-Supplier Framework Agreement</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>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><u>Framework Agreement panel – maximum number (y)</u></p> <p>Procuring Agency, will conclude Framework Agreements [<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>]. 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 Procuring Agency may conclude Framework Agreements with is [<i>insert number in text (insert numerical number)</i>].</p> <p>[<i>Select numbers for x and y based on the results of the market analysis</i>]</p>
ITB 2	<p>The name of the Procuring Agency is: NADRA Regional Head Office Gwadar</p> <p>The name of the Project : Lot-I. <u>REPAIR & MAINTENANCE OF VEHICLES</u> Lot- II. <u>REPAIR & MAINTENANCE OF GENERATORS</u></p>



ITB 4.2	Maximum number of members in the JV shall be: “Not Allowed”
ITB 4	A list of debarred firms and individuals is available on the PPRA’s website: http://www.ppra.org.pk
B. Contents of the Bidding Document	
ITB 7.1	<p>Clarification (if any) must be submitted through EPADS</p> <p>For further assistance and coordination (if any), the Procuring Agency’s address is:</p> <p>“same as in ITA1.1 above”</p> <p>Attention: Admin Section</p> <p>Address: NADRA Regional Head Office Gwadar, Sayad Hashumi Chowk, Marine Drive Gwadar</p> <p>City: Gwadar</p> <p>ZIP Code: 91200</p> <p>Country: Pakistan</p> <p>Mob: 0349-1000298</p> <p>Electronic mail address: Muhammad.arif_001@nadra.gov.pk</p>
ITB 7.1 & 8.2	Web page: <i>[N.A]</i>
ITB 7.2	Pre-Bid Meeting will be held: “No”
C. Preparation of Bids	

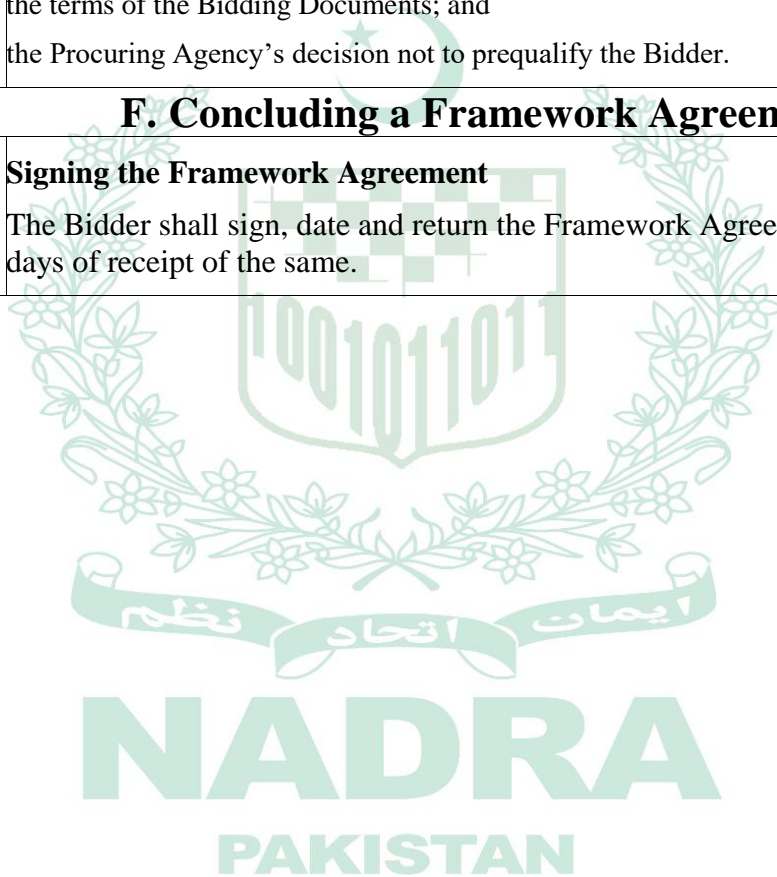


<p>ITB 11.1 (d)</p>	<p>The Bidder / Applicant shall submit with its bid, the following additional documents:</p> <ul style="list-style-type: none"> i) Copy of Sales Tax Registration Certificate verified from FBR website. ii) Copy of NTN Certificate verified from FBR website. iii) Any document/print as proof of being Active Taxpayer iv) Undertaking on Stamp Paper of Rs. 100/- certifying that firm/bidder is not temporarily/ permanently debarred from Federal Government/ any Provincial Government or any Federal or Provincial Agency or Authority, department (without bearing any responsibility on NADRA whatsoever in this regard). Attested by Oath Commissioner as per attached format as Annex “A-1” v) Undertaking on non-judicial stamp paper by bidder to use standardize material (Cement, Iron, Cement Block and all related material which utilize in civil works etc.) in civil work, and Standardized Items, equipment, IT Equipment, Network Items / Equipment, CCTV Items / equipment, furniture’s, fixtures, Office Equipment along with 1 year standard warranty shall be mentioned in undertaking on stamp paper duly attested by oath commissioner / notary public. <p><u>Applicants / Firm shall provide the additional documents as per Eligibility and Qualification Criteria for following Categories / Lots.</u></p> <p><u>Lot-1). REPAIR & MAINTENANCE OF VEHICLES</u></p> <p><u>Lot-2). REPAIR & MAINTENANCE OF GENERATORS</u></p> <p><u>Moreover, Scope of Work, Schedule of Requirements, Eligibility Criteria, Delivery Schedule etc is also mentioned in this pre-qualification documents.</u></p>
<p>ITB 15.1</p>	<p>The source for determining exchange rates is “Pakistani Rupee”</p>
<p>ITB</p>	<p>In addition to the original, the number of copies to be submitted with the Bid is: Only Original Copy is Required</p>
<p>ITB 10.1</p>	<p>The language of the Bid is English.</p> <p>All correspondence shall be in English.</p> <p>The language for translation of supporting documents and printed literature is English.</p>
<p>ITB 11.1</p>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p>As per ITB 11 and Eligibility and Qualification Criteria attached with this bidding documents</p>
<p>ITB 14.1</p>	<p>Single-Supplier FA</p> <p>Not Applicable</p>

ITB 14	FA Supplier This is open framework agreement. RFQ will be issued / placed to each FA Supplier. RFQ will be opened according to stipulated timeline which will be mentioned in RFQ. Moreover, Call-of-Contract (Work Order) will issued to lowest evaluated FA Supplier for concern supply/work/etc. accordingly. Moreover, samples of any item / asset / equipment shall be provided by the bidder on demand of procuring agency.
ITB 14	The Incoterms edition that will apply to Framework Agreement Call-off Contracts is: DDP
ITB 14	Named place(s) of destination , as per Incoterms DDP
ITB	Final Destination / Site / Office will be specified in each RFQ.
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. (N.A)
ITB 16.4 (a)	Manufacturer's authorization. As per required of procurement agency, FA Supplier shall provide the manufacturer's authorization on demand of procurement agency
ITB	After sales service As per demand of procurement agency
ITB 17	The Bid validity period shall be 120 days
ITB 17	AS per Rule in terms of open framework agreement
ITB 19.1	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is <i>[insert number 0 copies]</i> .
ITB 19.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of (Authority letter to signatory to sign the Bid on behalf of the Bidder).
D. Submission and Opening of Bids	
ITB 17.1	The deadline for Bid Submission is: Lot-1 Date: 30th April, 2026 Time: 13:00 hours

	<p>Lot-2</p> <p>Date: 30th April, 2026</p> <p>Time: 13:30 hours</p> <p>Bids must be submitted through EPADS</p> <p>Address of Procuring Agency for further communication (if any)</p> <p>Attention: Admin Section</p> <p>Address: NADRA Regional Head Office Gwadar, Sayad Hashumi Chowk, Marine Drive Gwadar.</p> <p>City: Gwadar</p> <p>ZIP Code: 91200</p> <p>Country: Pakistan</p> <p>Mob: 0349-1000298</p> <p>Electronic mail address: Muhammad.arif_001@nadra.gov.pk</p>
ITB 21.1	<p>The opening of the Applications shall be at _____</p> <p>Lot-1: 13:30 hours on 30th April, 2026 (Through EPADS)</p> <p>Lot-2: 14:00 hours on 30th April, 2026 (Through EPADS)</p>
E. Evaluation and Comparison of Bids	
ITB 32	A margin of domestic preference “shall not” apply
ITB 29	This is open framework agreement. RFQ will be placed to each successful FA supplier. RFQ will be opened before the committee. Work Order will be issued to lowest evaluated bidder. In case of rates found abnormal the procuring agency has reserve the right to reject the RFQ. Moreover, according to ITB 43 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure goods, services works regarding repair & maintenance of vehicles and generators from other suppliers who are not FA Suppliers.
ITB 31	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 Pakistani Rupees (PKR)
ITB 33	<p>Evaluation will be done for and per Eligibility Criteria and Qualification Criteria attached / mentioned in this bidding documents.</p> <p>Additionally, price quoted by any bidder will be evaluated from current market, in case price found abnormal RFQ will be rejected by procuring agency. Moreover, in order to ensure the value for money, bidder is bound to provide the samples of each item / equipment / asset etc on demand of procuring agency (if needed) which shall be mentioned in RFQ by procuring agency.</p>
ITB 33	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;
ITB 29	<p>If Bidder wishes to make a Bidding related Complaint, the Bidder should submit its complaint, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: President, Grievance Redressal Committee HQ NADRA, 3rd Floor, G-5/2, Islamabad</p> <p>Title/position: As Published on PPRA Website</p> <p>In summary, at this stage, a Bidding related Complaint may challenge any of the following:</p> <p>the terms of the Bidding Documents; and the Procuring Agency's decision not to prequalify the Bidder.</p>
F. Concluding a Framework Agreement	
ITB 43	<p>Signing the Framework Agreement</p> <p>The Bidder shall sign, date and return the Framework Agreement within [10] days of receipt of the same.</p>



Section III - Qualification Criteria and Requirements

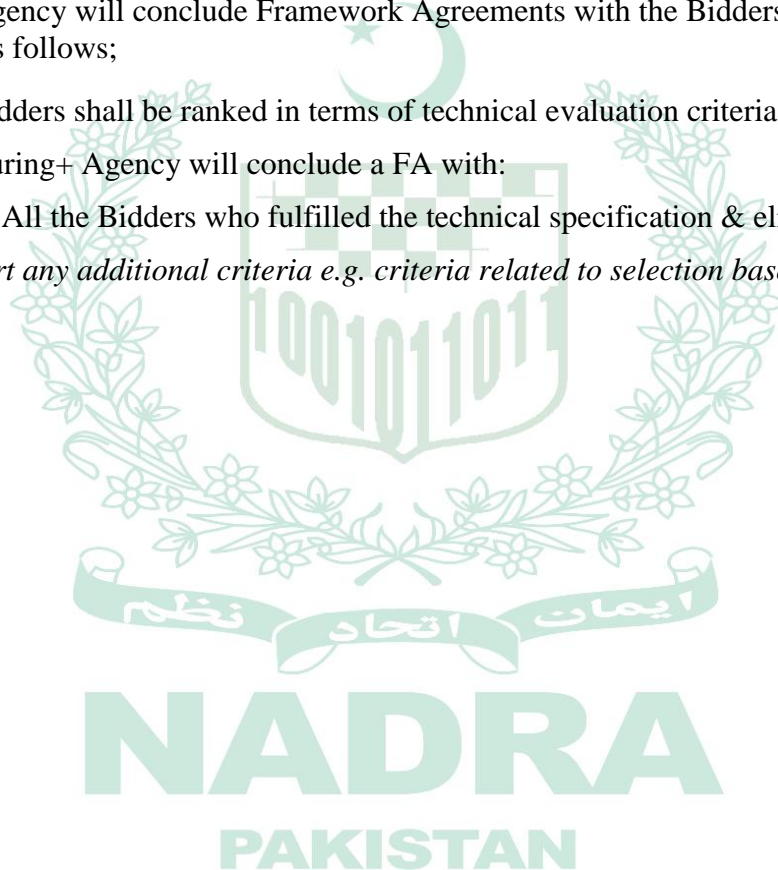
This Section contains the methods, criteria, and requirements that the Procuring Agency shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

Criteria to conclude a Framework Agreement(s) (ITB 40)

Criteria for a Multi-Supplier Framework Agreement:

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 technical evaluation criteria and eligibility criteria
- (b) Procuring Agency will conclude a FA with:
 - (i) All the Bidders who fulfilled the technical specification & eligibility criteria
- (c) *[Insert any additional criteria e.g. criteria related to selection based on a spread of geographic locations.]*



Section III – Qualification Criteria and Requirements

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITA 5.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITA 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	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	N/A	Application Submission Letter
1.4	State-owned enterprise of	Meet conditions of ITA 4.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
2. Historical Contract Non-Performance							
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 ¹	N/A	Form PER-1
2.2	Pending	Applicant’s financial position and	Must meet requirement	N/A	Must meet	N/A	Form PER-1

¹ 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)			Submission Requirements
				All Members Combined	Each Member	One Member	
	Litigation	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			requirement		
3. Financial Situation and Performance							
3.1	Financial Capabilities	Applicant (firm/bidder) shall provide the financial details required as per ITA 11.1 (d)	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 1
3.2	Average Annual Turnover	Applicant (firm/bidder) shall provide the financial details required as per ITA 11.1 (d)	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 requirements of contracts currently in progress and for future contract commitments.					Form CON -1
4. Experience							
4.1	General Experience	Applicant (firm/bidder) shall provide the financial details required as per ITA 11.1 (d)	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 1
4.2 (a)	Specific Experience	Applicant (firm/bidder) shall provide the financial details required as per ITA 11.1 (d)	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
			Must meet requirement	Must meet requirement	N/A	Must meet requirement	
			Must meet requirement	Must meet requirement	N/A	Must meet requirement	
			Must meet requirement	Must meet requirement	N/A	Must meet requirement	



Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
					Must meet requirement	Must meet requirement	
4.2 (b)	See below for details						



Eligibility and Qualification Criteria For Lot-I / Category

(Lot-1). REPAIR & MAINTENANCE OF Vehicle

a. Eligibility & Qualification Criteria

S.No	Description	Remarks
1.	Letter of Bid	<u>Mandatory</u>
2.	Each Page of Bidding documents signed and stamped by firm	<u>Mandatory</u>
3.	Bidder/ Firm has a Active / Valid NTN Registration & BRA Registration	<u>Mandatory</u>
4.	Bidder/ Firm has a Valid GST Registration and BRA Registration	<u>Mandatory</u>
5.	Income Tax Registration Certificate along with Proof of submission of Income Tax Return for the last year (Financial Year).	<u>Mandatory</u>
6.	Bidder must be active tax payer	<u>Mandatory</u>
7.	Sale Tax Registration Certificate attached (Must be on Active Taxpayers List “ATL” on FBR).	<u>Mandatory</u>
8.	Bank Statement of Last One Year (1 st July 2024 to 30 th June, 2025)	<u>Mandatory</u>
9.	Past Relevant Work Experience of minimum 3 years from 1 st July 2022.	<u>Mandatory</u>
10.	Work shop details and certificate of workshop by bidder.	<u>Mandatory</u>
11.	Declaration/Undertaking of Non-blacklisting and authenticity of all documents on Non-Judicial Stamp paper duly attested by oath commissioner / notary public to be attached (as per format attached in this bidding documents)	<u>Mandatory</u>
12.	Firms having annual turnover certified worth above Rs. 10.00 million for last 1 year (Financial Years) from a scheduled Bank	<u>Mandatory</u>
13.	Authentication certificate for genuinely of spare parts on Non-Judicial Stamp paper duly attested by oath commissioner / notary public	<u>Mandatory</u>
14.	Please provide a authentication of providing samples during opening of RFQ on demand of board and promisor note that the same sample items as approved by board will be provided during works or supplies. (on stamp paper attested by oath commissioner)	<u>Mandatory</u>
15.	Bid Securing Declaration	<u>Mandatory</u>

- a. Bidder / Firm is required to submit all relevant documents mentioned in this bidding documents (**Eligibility & Qualification Criteria**) and failing to provide the same will lead to disqualification.
- b. Any incomplete /temper/forge/counterfeit information will fall under disqualification from the Tender.

- c. Bidders / Firm will only be prequalified after proper evaluation of bid(s) and thoroughly scrutiny of bid and related documents attached with bid.
- d. Bidder /Firm bound to provide the samples of items on demand of procuring agency. The samples provided by the bidder shall be properly tagged with details of specs also stamped and signed dully. In case samples of items found not satisfactory or not as per specifications during the sampling the respective RFQ shall be rejected.

All required documents as mentioned above “Basic Eligibility Criteria (a)” shall be attached with this bidding documents in case of failure the bidder / applicant / firm shall be consider as disqualified.



Eligibility and Qualification Criteria For Lot-II / Category

(Lot-11). **REPAIR & MAINTENANCE OF GENERATORS**

a. Eligibility & Qualification Criteria

S.No	Description	Remarks
1.	Letter of Bid	<u>Mandatory</u>
2.	Each Page of Bidding documents signed and stamped by firm	<u>Mandatory</u>
3.	Bidder/ Firm has a Active / Valid NTN Registration & BRA Registration	<u>Mandatory</u>
4.	Bidder/ Firm has a Valid GST Registration and BRA Registration	<u>Mandatory</u>
5.	Income Tax Registration Certificate along with Proof of submission of Income Tax Return for the last year (Financial Year).	<u>Mandatory</u>
6.	Bidder must be active tax payer	<u>Mandatory</u>
7.	Sale Tax Registration Certificate attached (Must be on Active Taxpayers List "ATL" on FBR).	<u>Mandatory</u>
8.	Bank Statement of Last One Year (1 st July 2024 to 30 th June, 2025)	<u>Mandatory</u>
9.	Past Relevant Work Experience of minimum 3 years from 1 st July 2022.	<u>Mandatory</u>
10.	Work shop details and certificate of workshop by bidder.	<u>Mandatory</u>
11.	Declaration/Undertaking of Non-blacklisting and authenticity of all documents on Non-Judicial Stamp paper duly attested by oath commissioner / notary public to be attached (as per format attached in this bidding documents)	<u>Mandatory</u>
12.	Firms having annual turnover certified worth above Rs. 10.00 million for last 1 year (Financial Years) from a scheduled Bank	<u>Mandatory</u>
13.	Authentication certificate for genuinely of spare parts on Non-Judicial Stamp paper duly attested by oath commissioner / notary public	<u>Mandatory</u>
14.	Please provide a authentication of providing samples during opening of RFQ on demand of board and promisor note that the same sample items as approved by board will be provided during works or supplies. (on stamp paper attested by oath commissioner)	<u>Mandatory</u>
15.	Bid Securing Declaration	<u>Mandatory</u>

- e. Bidder / Firm is required to submit all relevant documents mentioned in this bidding documents **(Eligibility & Qualification Criteria)** and failing to provide the same will lead to disqualification.
- f. Any incomplete /temper/forge/counterfeit information will fall under disqualification from the Tender.

- g. Bidders / Firm will only be prequalified after proper evaluation of bid(s) and thoroughly scrutiny of bid and related documents attached with bid.
- h. Bidder /Firm bound to provide the samples of items on demand of procuring agency. The samples provided by the bidder shall be properly tagged with details of specs also stamped and signed dully. In case samples of items found not satisfactory or not as per specifications during the sampling the respective RFQ shall be rejected.

All required documents as mentioned above “Basic Eligibility Criteria (a)” shall be attached with this bidding documents in case of failure the bidder / applicant / firm shall be consider as disqualified.



BIDDER APPLYING FOR THE LOTS

(to be marked by bidder and should be attached with technical proposal of bid)

Lot #	Description	Yes / No
I	REPAIR & MAINTENANCE OF VEHICLES	
II	REPAIR & MAINTENANCE OF GENERATORS	



Signature of bidder

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 of Goods / Services and Works regarding repair & maintenance of vehicles and generators 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 above to supply the Goods in the Procuring Agency's
- (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 works and services regarding repair & maintenance of vehicles and repair and maintenance of generators within the last three 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 / supplies and other related works as per requirements as mentioned in this proposal documents 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

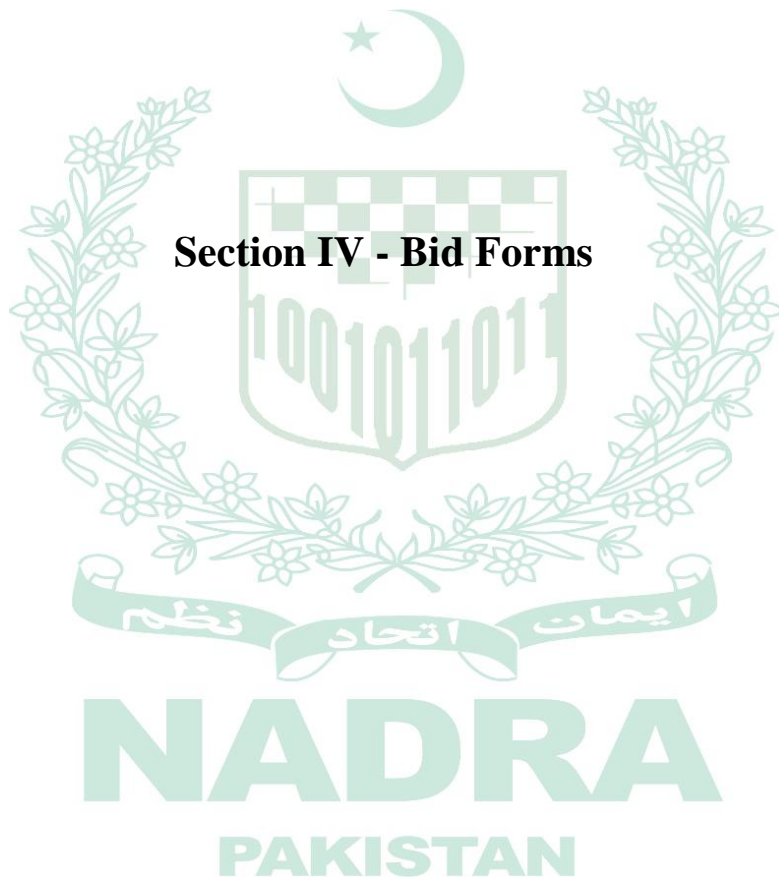
The Goods / Services and other related works to be supplied under the Contract shall be registered with the relevant authority in the Procuring Agency’s country. An Applicant who has already registered its Goods by the time of Prequalification should submit a copy of the Registration Certificate with 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 - Bid Forms

1. Letter of Bid (Lot-I)

Primary Procurement - Framework Agreement Goods / Services for Repair & Maintenance of Vehicle.

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 / Services for Repair/ Maintenance of Vehicle

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

Request for Bid No.: **NADRA-RHO/GWD/PT-2023-24/010**

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

To: **RHO NADRA Gwadar**

- (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 FA Supplier

This is open framework agreement, price shall be quoted by bidder on placement / issuance of RFQ to all successful FA supplier.

Note: All prices shall be included with all applicable taxes

- (g) **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;
- (h) **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);
- (i) **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.
- (j) **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***];
- (k) **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.
- (l) **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.
- (m) **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.
- (n) **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]

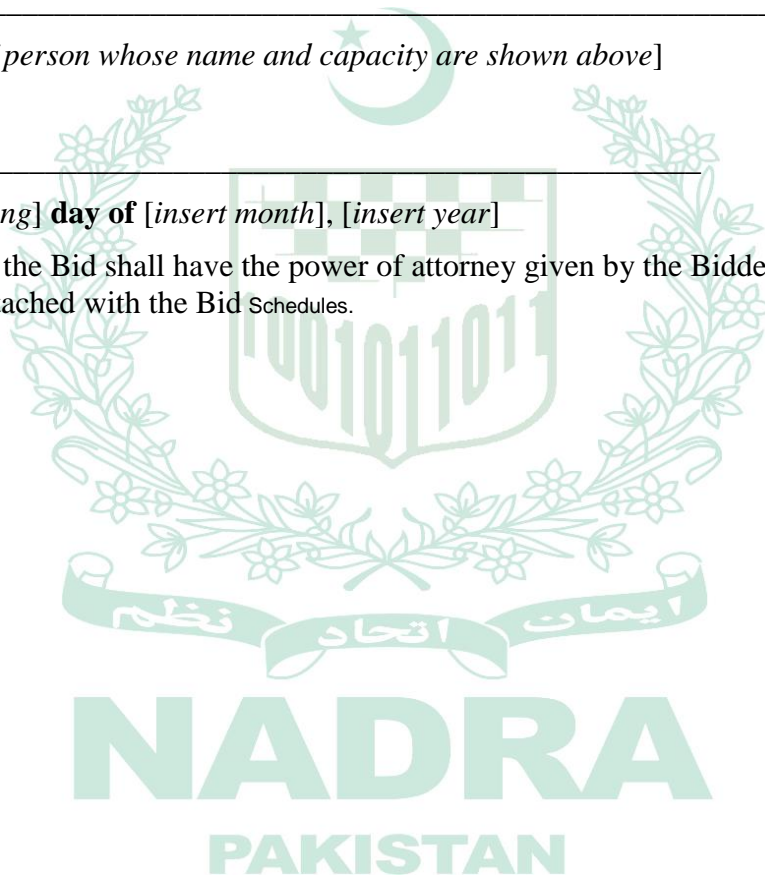
Signature of the person named above:

[insert signature of person whose name and capacity are shown above]

Date signed _____

[insert date of signing] day of [insert month], [insert year]

* 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. Letter of Bid (Lot-II)

Primary Procurement - Framework Agreement Goods / Services for Repair / Maintenance of Generator.

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 / Services for Repair/ Maintenance of Generator

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

Request for Bid No.: **NADRA-RHO/GWD/PT-2023-24/010**

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

To: **RHO NADRA Gwadar**

- (o) **No reservations:** We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 8**);
- (p) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**;
- (q) **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)]*
- (r) **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.
- (s) **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]*;
- (t) **Bid Price:** *[Select one of the following four options with respect to Bid Price]*

For FA Supplier

This is open framework agreement, price shall be quoted by bidder on placement / issuance of RFQ to all successful FA supplier.

Note: All prices shall be included with all applicable taxes

- (u) **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;
- (v) **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);
- (w) **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.
- (x) **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***];
- (y) **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.
- (z) **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.
- (aa) **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.
- (bb) **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]

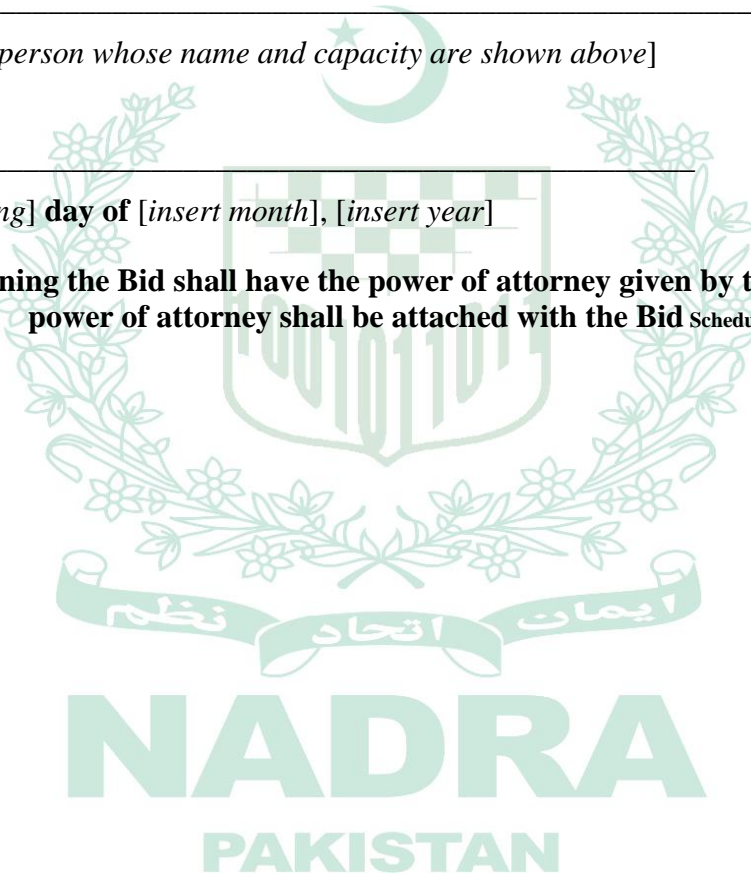
Signature of the person named above:

[insert signature of person whose name and capacity are shown above]

Date signed _____

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

- * **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**



Bidder Information Form

Primary Procurement - Framework Agreement Goods / Services regarding repair & maintenance of vehicles

[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.: NADRA-RHO/GWD/PT-2023-24/010

Page _____ of _____ pages

1. Bidder's Name _____ [insert Bidder's legal name]
2. In case of JV, legal name of each member: [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: _____ [insert actual or intended country of registration]
4. Bidder's year of registration: _____ [insert Bidder's year of registration]
5. Bidder's Address in country of registration: _____ [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information 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]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <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.

(Continued)

Bidder Information Form

Date: _____
[insert day, month, year]

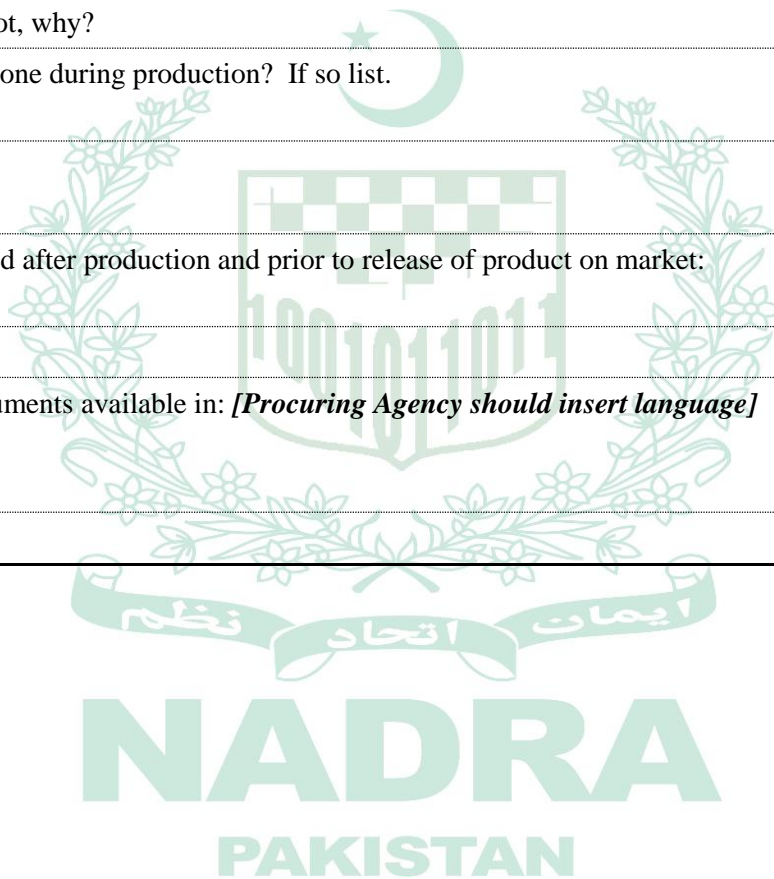
IFP No. and title: IFP-No. and title: **[NADRA/RHO-Gwd/PT-2025-26/010]**
Procurement of Goods / Services / Works / Supplies regarding repair & maintenance of vehicles through Framework Agreements

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

. Applicant's name			
. Street Address:	Postal Code:	City:	Country:
. P.O. Box and Mailing Address:			
. Telephone Number:			
. Fax Number:			
. E-mail Address:			
. Web Site:			
. Contact Name:			
. Contact Title:			
0. Type of Business:			
1. If Other, specify:			
2. Nature of Business:			
3. Year Established:			
4. Dates, Numbers, and Expiration Dates of Current Licenses and Permits:			
5. Current registration with relevant authorities information:			
6. Proof of product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]			
7. 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:			
8. Quality Assurance Certification (Please include a copy of your latest certificate with the PQ Application):			
9. Production capacity: [insert peak and average production capacity over the last three years in units/day or units/month, etc.]			



0. List of names and addresses of sources of raw material and what products they will be used in:
1. Proof of raw material product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]:
2. Raw materials tested prior to use:
3. Presence and characteristics of in-house quality control laboratory
4. Names and addresses of external quality control laboratories used:
5. Are all finished products tested and released by quality control prior to release for sale?
Yes ___ No ___, If not, why?
6. List control tests done during production? If so list.
7. List tests conducted after production and prior to release of product on market:
8. Are technical documents available in: ***[Procuring Agency should insert language]***
Yes No



Bidder Information Form

Primary Procurement - Framework Agreement Goods regarding repair & maintenance of Generators

[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.: NADRA-RHO/GWD/PT-2023-24/010

Page _____ of _____ pages

1. Bidder's Name _____ [insert Bidder's legal name]
2. In case of JV, legal name of each member: [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: _____ [insert actual or intended country of registration]
4. Bidder's year of registration: _____ [insert Bidder's year of registration]
5. Bidder's Address in country of registration: _____ [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information 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]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <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.

(Continued)

Bidder Information Form

Date: _____
[insert day, month, year]

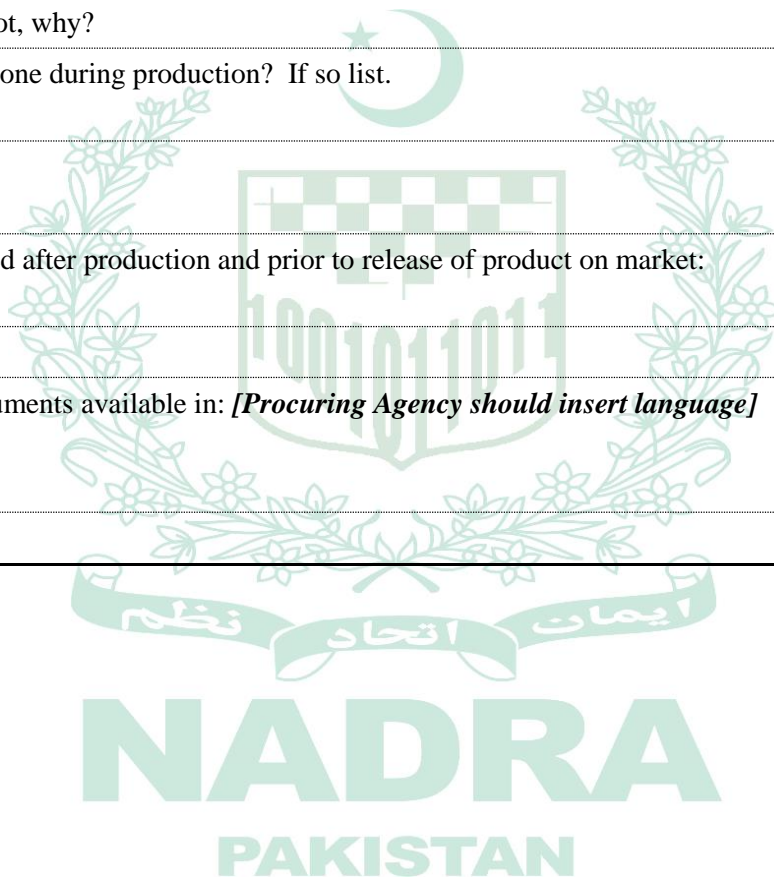
IFP No. and title: IFP-No. and title: **[NADRA/RHO-Gwd/PT-2025-26/010]**
Procurement of Goods / Services / Works / Supplies regarding repair & maintenance of generators through Framework Agreements

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

9. Applicant's name			
10. Street Address:	Postal Code:	City:	Country:
1. P.O. Box and Mailing Address:			
2. Telephone Number:			
3. Fax Number:			
4. E-mail Address:			
5. Web Site:			
6. Contact Name:			
7. Contact Title:			
8. Type of Business:			
9. If Other, specify:			
10. Nature of Business:			
1. Year Established:			
2. Dates, Numbers, and Expiration Dates of Current Licenses and Permits:			
3. Current registration with relevant authorities information:			
4. Proof of product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]			
5. 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:			
6. Quality Assurance Certification (Please include a copy of your latest certificate with the PQ Application):			
7. Production capacity: [insert peak and average production capacity over the last three years in units/day or units/month, etc.]			



8. List of names and addresses of sources of raw material and what products they will be used in:
9. Proof of raw material product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]:
10. Raw materials tested prior to use:
 1. Presence and characteristics of in-house quality control laboratory
 2. Names and addresses of external quality control laboratories used:
3. Are all finished products tested and released by quality control prior to release for sale?
Yes ___ No ___, If not, why?
4. List control tests done during production? If so list.
5. List tests conducted after production and prior to release of product on market:
6. Are technical documents available in: *[Procuring Agency should insert language]*
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 IFP-No. and title: **[NADRA/RHO-GWD/PT-2025-26/010]**
Procurement of Goods / Services / Works / Supplies regarding repair & maintenance of vehicles through Framework Agreements

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					

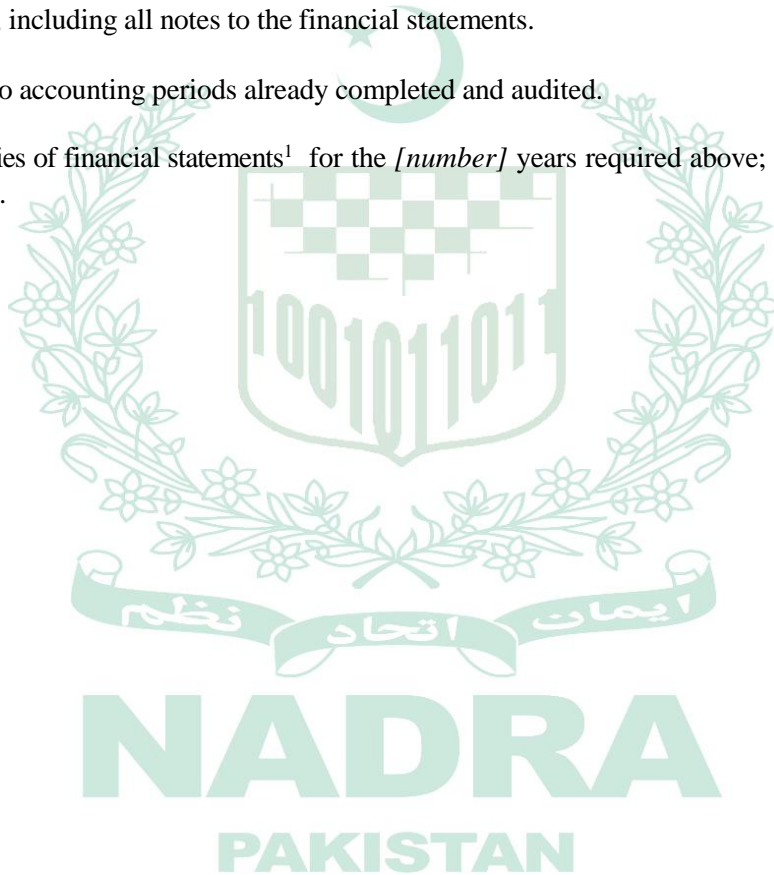
Cash Flow from Operating Activities					
-------------------------------------	--	--	--	--	--

* Refer ITA 14 for the exchange rate

3. Financial documents

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

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



1

Form FIN – 3.2

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 IFP-No. and title: **[NADRA/RHO-GWD/PT-2025-26/010]**
Procurement of Goods / Services / Works / Supplies regarding repair & maintenance of Generator through Framework Agreements

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					

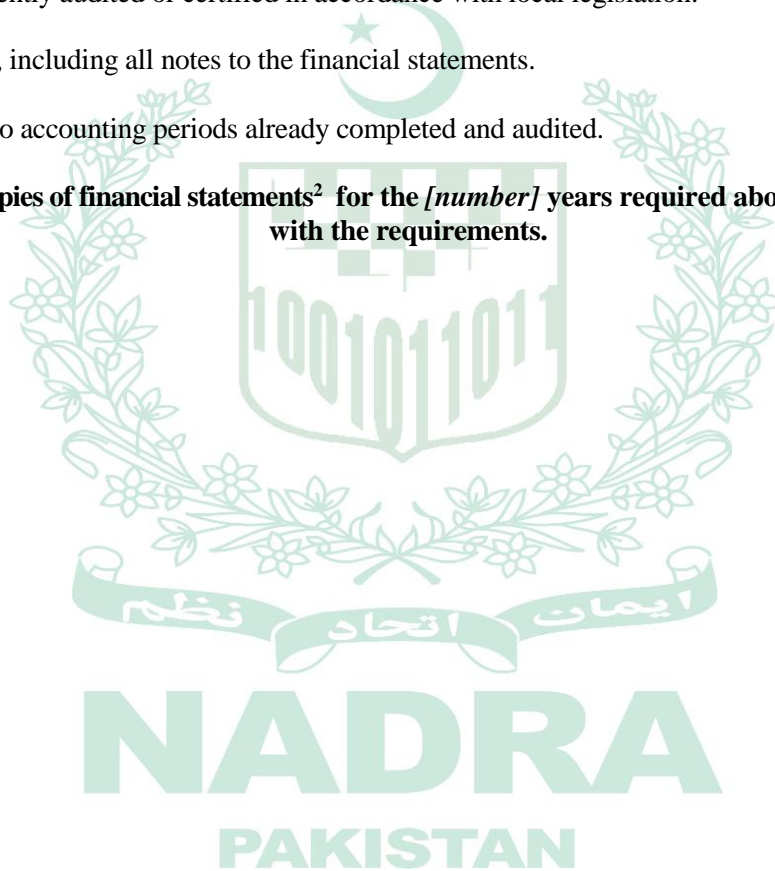
* Refer ITA 14 for the exchange rate

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 statements² for the *[number]* years required above; and complying with the requirements.



Form FIN - 3.3

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 IFP-No. and title: **[NADRA/RHO-GWD/PT-2025-26/010]**
Procurement of Goods / Services / Works / Supplies through Framework Agreements

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 IFP-No. and title: **[NADRA/RHO-GWD/PT-2025-26/010]**
Procurement of Goods / Services / Works / Supplies through regarding repair & maintenance of vehicles and repair & maintenance of generators Framework Agreements

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)

<i>[insert year]</i>	<i>[insert amount]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<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)
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y</i></p>	<i>[insert amount]</i>

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Manufacturer's Authorization

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

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

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

WHEREAS

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

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

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

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

Title: *[insert title]*

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

The logo of NADRA Pakistan features a central shield with a checkered pattern and Arabic calligraphy. The shield is flanked by two stylized figures holding hands. Below the shield is a banner with the Urdu text 'ایمان اتحاد نظم'. The word 'NADRA' is written in large, bold, green capital letters, and 'PAKISTAN' is written in smaller, bold, green capital letters below it.
NADRA
PAKISTAN

3. Price Schedule Forms

This is open framework agreement, the bidder shall be quoted the prices on placement / Issuance of RFQ by procuring agency. The RFQ will be issued to all FA Suppliers including detail of specific work / supply etc as per schedule of requirement containing detail specifications. Additionally, location / destination where work will be done / required shall also be mentioned in RFQ.



5. 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 (NADRA RHO GWADAR)]

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 Procuring Agency i.e. NADRA RHO Gwadar during the period of Bid Validity, (i) failure to sign the contract if required by NADRA RHO Gwadar 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]

a) _____ Dated on _____ day of _____
[insert date of signing]

Corporate Seal (where appropriate)

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PAKISTAN

Section V - Eligible Countries

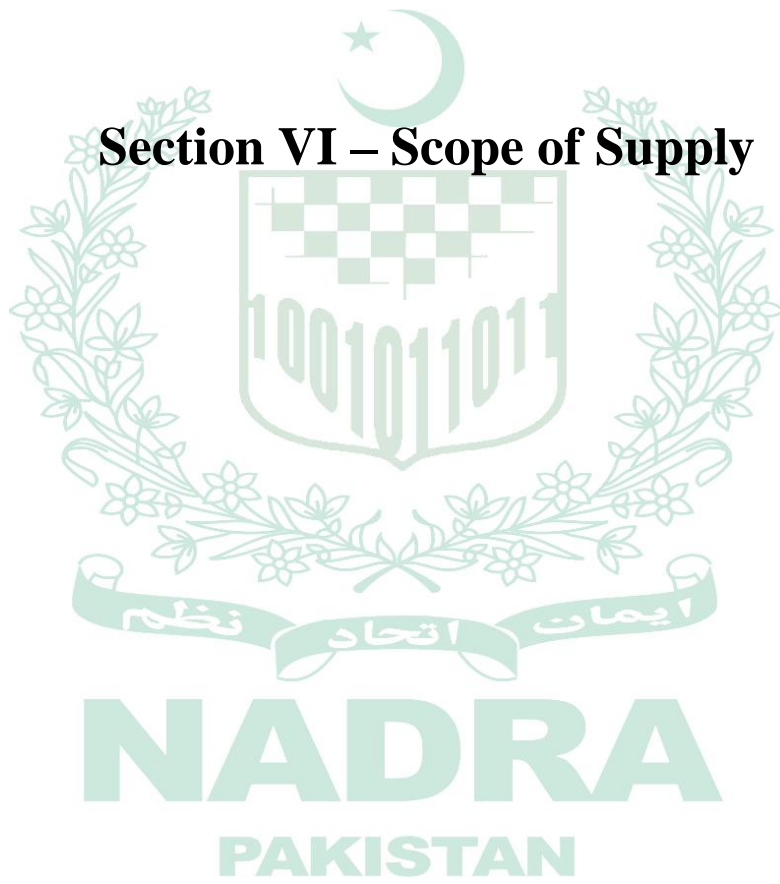
Eligibility for the Provision of Goods and Related Services

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

1. *India*
2. *Israel*





Scope of Work / Supply / Services and Schedule of Requirement
(Lot-I) REPAIR & MAINTENANCE OF VEHICLES

- a) This is Pre-Qualification Documents and Open Framework Agreement shall be signed between NADRA and all successful applicant / bidders for three year period commencing from sign of contract.
- b) After the completion of proceedings the successful firm (one or more) shall be selected on NADRA's panel for repair and maintenance of vehicles.
- c) Request for Quotation (RFQ) of each repair and maintenance work (as per requirement) shall be placed to all selected firms for quoted their rates on quotation, lowest quoted rates by concern firms shall be awarded the work order.
- d) The Selected Firms shall be responsible for repair and maintenance of vehicles of NADRA RHO Gwadar
- e) The selected firms shall be responsible to use genuine spare parts during the repairing and maintenance of vehicles.
- f) Selected Firms shall be responsible for completion of repair and maintenance work of vehicles within stipulated time line as mentioned in work order, in case of delay the bidder / firm shall be charged a penalty @ 2% of total quoted amount of concern work order per day.
- g) The selected firm shall be responsible for the provisioning of extended warranties and service.
- h) Spare parts as samples shall be provided by firm / bidder subject to requirement of client
- i) If the procuring agency found any breach in terms of sub-standard spare parts / items / material the firm shall be considered as eliminated in between the contract.
- j) Selected firm shall be responsible for repairing of vehicle at any place where vehicle is deployed in across the Balochistan.

Schedule of Requirements
(Repair and Maintenance of Vehicles)

Sr	Description	Quantity (Estimated)	Tentative Date of Supply / Order	Tentative Completion Date	Repairing Location
1	Repair & Maintenance of Vehicles 800 CC 1000 CC 1300 CC 2000 CC 1800 CC 2400 CC 2500 CC 2800 CC 4000 CC 4500 CC Etc.. (Petrol & Diesel Engine)	100 to 120	As per requirements and identification of need	Within 5 to 15 days commencement from issuance of work order	Accross the Balochistan
1	Repair & Maintenance of Motorbikes 70 CC 125 CC Etc.. (Petrol Engine)	100 to 120	As per requirements and identification of need	Within 5 to 15 days commencement from issuance of work order	Accross the Balochistan
2.	Engine Oil (Standard quality engine oil suitable for warm and cold (both) climates, supportive for new and old engine, supportive for diesel and petrol engine)	-do-	-do-	Within 1 hour commencement from issuance of work order	Accross the Balochistan

*Engine oil brand / name shall be mentioned by applicant in their proposal

Scope of Work / Supply / Services and Schedule of Requirement

(Lot- II) REPAIR & MAINTENANCE OF GENERATORS

- a) This is Pre-Qualification Documents and Open Framework Agreement shall be signed between NADRA and all successful applicants for three year period commencing from sign of contract.
- b) After the completion of proceedings the successful firms shall be selected on NADRA's panel for repair and maintenance of generators.
- c) Request for Quotation (RFQ) of each repair and maintenance work (as per requirement) shall be placed to all selected firms for quoted their rates on quotation, lowest quoted rates by concern firms shall be awarded the work order.
- d) The Selected Firms shall be responsible for repair and maintenance of generators of NADRA RHO Gwadar
- e) The selected firms shall be responsible to use genuine spare parts during the repairing and maintenance of generators.
- f) Selected Firms shall be responsible for completion of repair and maintenance work of generators within stipulated time line as mentioned in work order, in case of delay the bidder / firm shall be charged a penalty @ 2% of total quoted amount of concern work order per day.
- g) The selected firm shall be responsible for the provisioning of extended warranties and service.
- h) Spare parts as samples shall be provided by firm / bidder subject to requirement of client
- i) If the procuring agency found any breach in terms of sub-standard spare parts / items / material the firm shall be considered as eliminated in between the contract.
- j) Selected firms shall be responsible to provide the replacement of faulty generator at respective site on demand of procuring agency
- k) Selected firm shall be responsible for repairing of generator at any place where generator is installed in across the Balochistan.

Schedule of Requirements
(Repair and Maintenance of Generators)

Sr	Description	Quantity (Estimated)	Tentative Date of Supply / Order	Tentative Completion Date	Repairing Location
1	R&M of Generators 400 KVA 250 KVA 100 KVA 50 KVA 40 KVA 30 KVA 20 KVA 10 KVA 8 KVA 5 KVA (Petrol & Diesel) etc	120 to 150	As per requirements and identification of need	Within 5 to 15 days commencement from issuance of work order	Across the South Region(Gwadar) Balochistan
2.	Engine Oil (Standard quality engine oil suitable for warm and cold (both) climates, supportive for new and old engine, supportive for diesel and petrol engine)	-do-	-do-	Within 1 hour commencement from issuance of work order	Across the South Region(Gwadar) Balochistan

*Engine oil brand / name shall be mentioned by applicant in their proposal

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Delivery Schedule (Repair and Maintenance of Vehicles)

The successful bidder shall be liable to supply / repair & maintenance / commencement the requisite services at their own expenses within the specified time which shall be mentioned by RHO NADRA Gwadar in respective “Call-off Orders” that shall be issued from time to time, by RHO NADRA, Sayad Hashumi Chowk, Marine Drive Gwadar.



Delivery Schedule

(Repair and Maintenance of Generators)

The successful bidder shall be liable to supply / repair & maintenance / commencement the requisite services at their own expenses within the specified time which shall be mentioned by RHO NADRA Gwadar in respective “Call-off Orders” that shall be issued from time to time, by RHO NADRA, Sayad Hashumi Chowk, Marine Drive Gwadar.

+



1. 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: *[mail/fax]* on *[date]* (local time)

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2. 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:

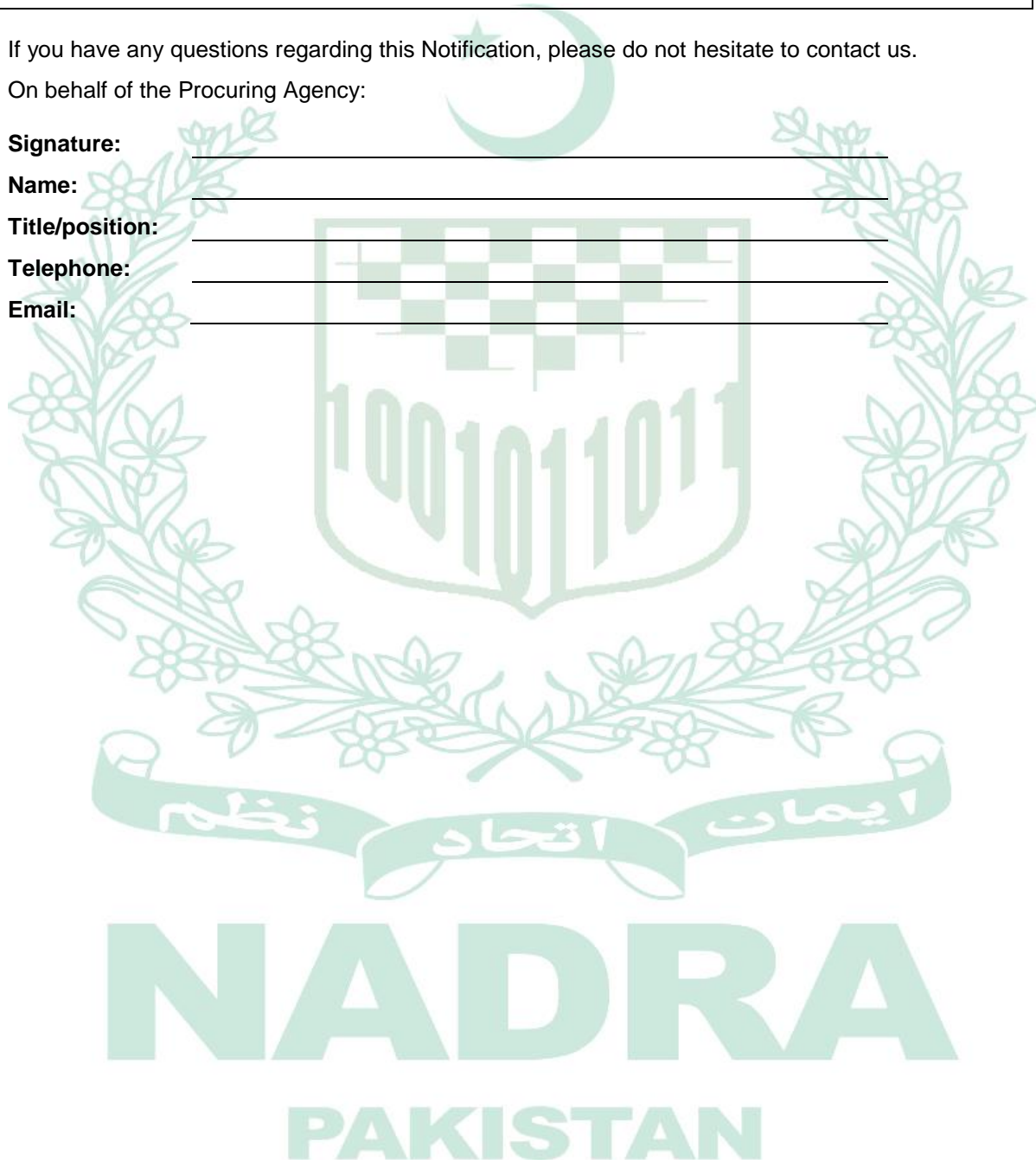
Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____



3. 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

ایمان اتحاد نظم

NADRA

PAKISTAN



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*]

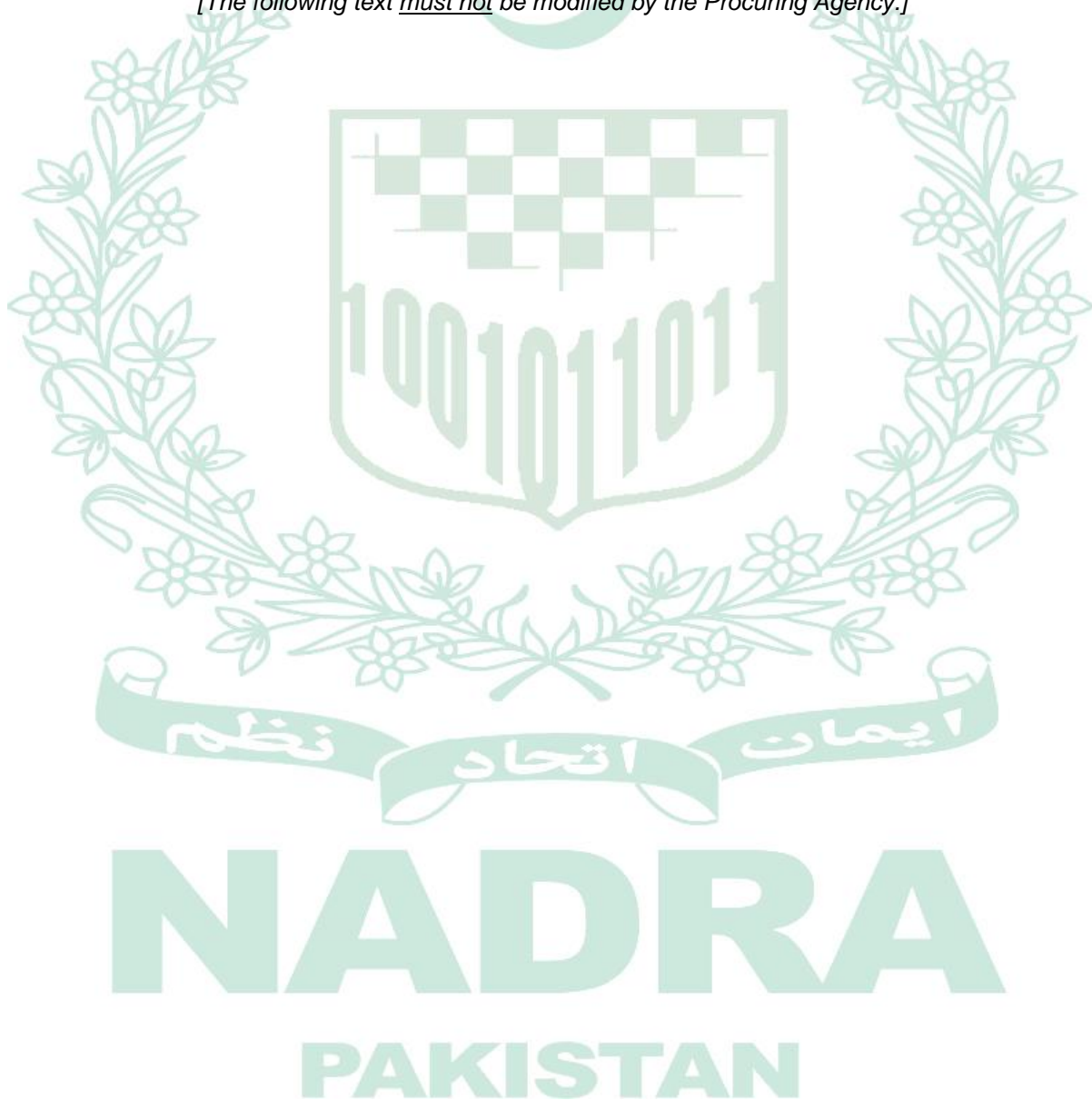
In the capacity of: [*insert title or other appropriate designation*]

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

NADRA
PAKISTAN

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 sub-paragraphs 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

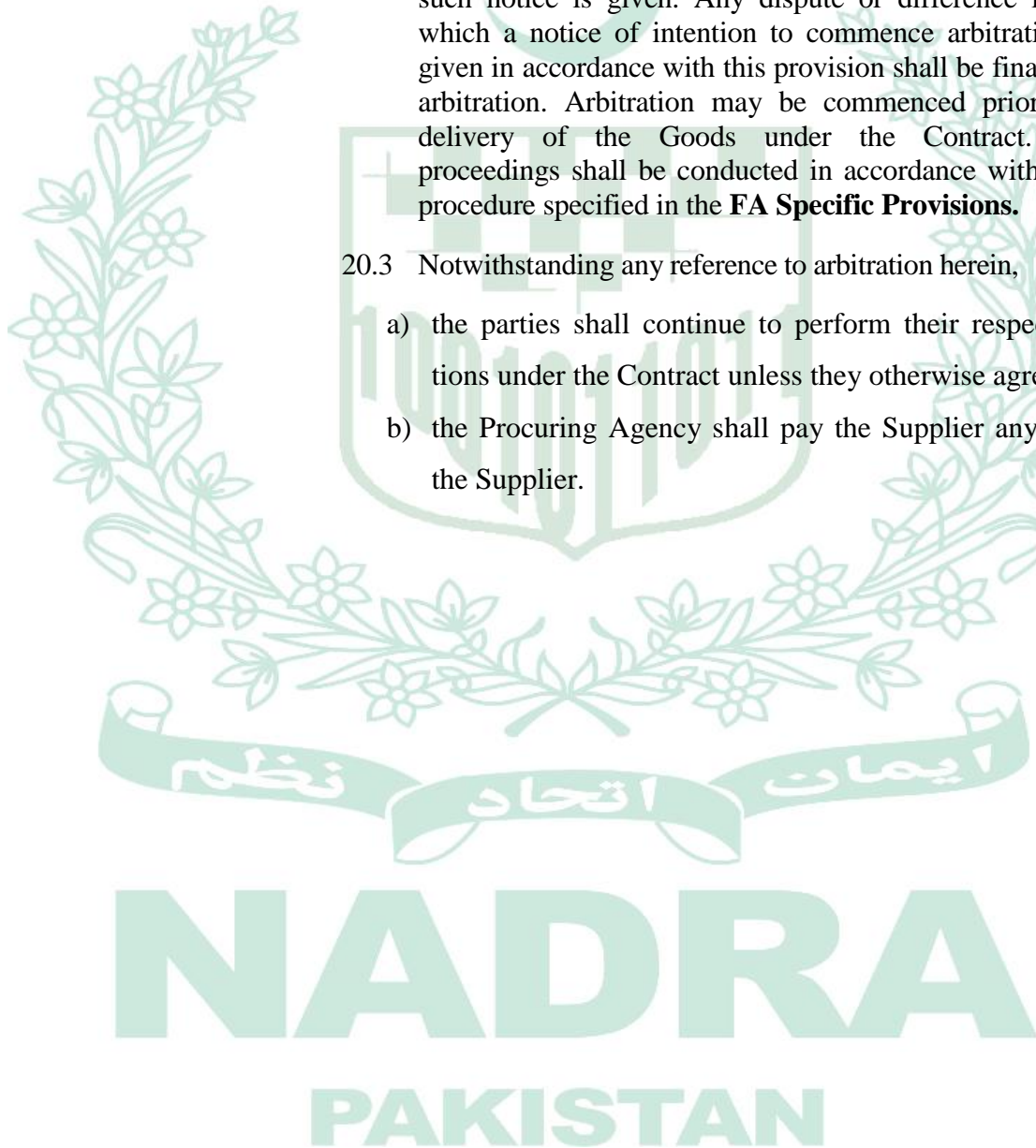
20.1 The Procuring Agency and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them

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,

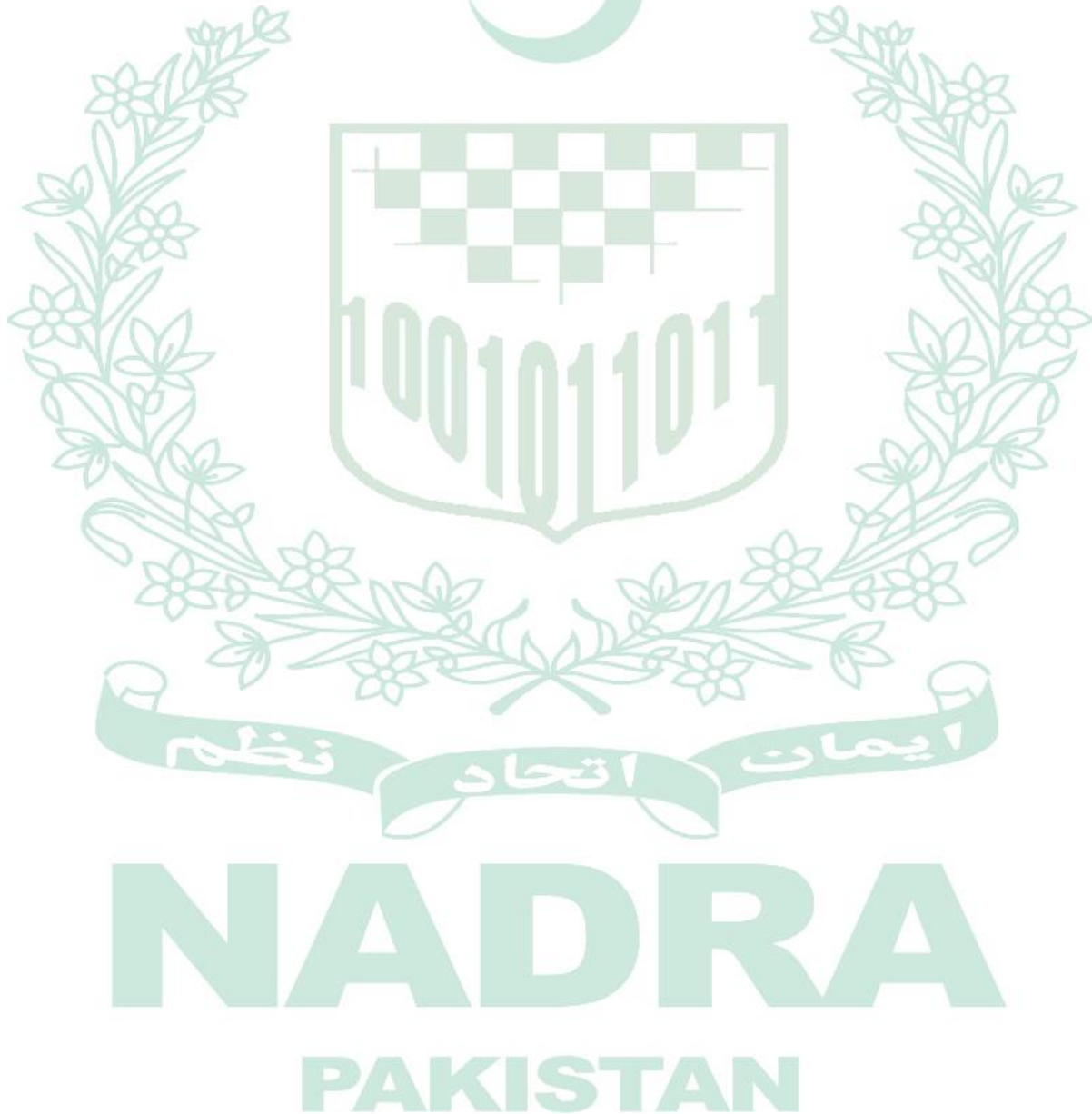
- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Agency shall pay the Supplier any monies due the Supplier.



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 is open Framework Agreement relates to the purchase / procure following Categories Lot. I). <u>REPAIR & MAINTENANCE OF VEHICLES.</u> Lot. II) <u>REPAIR & MAINTENANCE OF GENERATORS</u> and supply, under a Call-off Contract, 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	“This is a Single-User Framework Agreement.” All participating Procuring Agencies are listed at Schedule [insert Schedule number]”
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)

<p>FAGP 3.4 Supplier's Obligations</p>	<p>N.A</p>
<p>FAGP 4. Eligibility</p>	<p>At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. (India, Israel)</p>
<p>FAGP 5.1 Term</p>	<p>The Term of this Open Framework Agreement is [3] years from the Commencement Date.</p>
<p>FAGP 5.2 Term extension(s)</p>	<p>As per Public Procurement Rules 2004 applicable rules shall apply at expiry of the contract.</p>
<p>FAGP 6.1 Representatives</p>	<p><u>Procuring Agency's Representatives</u> For FA Supplier Framework Agreement 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: Name: Muhammad Arif Title/position: Assistant Director (Admin) Address: NADRA Regional Head Office Sayad Hashumi Chowk, Marine Drive Gwadar Mob: 0349-1000298 E-mail: Muhammad.arif_001@nadra.gov.pk</p>
<p>FAGP 6.1 Representatives</p>	<p><u>Supplier's Representatives</u> 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: Name:</p>

	<p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
<p>FAGP 8.1</p> <p>Contract Price</p>	<p>The RFQ will apply to the purchase of Goods/ Services under a Call-off Contract shall be:</p> <p>Least Cost Based Selection</p> <p>Subject to meet the specified specification and samples of each item / asset / equipment</p>
<p>FAGP 8.1</p> <p>Contract Price</p>	<p>NA</p>
<p>FAGP 3.1 & 8.1</p> <p>Contract Price</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 same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAGP 8.1.</p>
<p>FAGP 10.1</p> <p>Language</p>	<p>The language of this Framework Agreement, and any Call-off Contract is [English].</p>
<p>FAGP 20.2</p> <p>Dispute Resolution in relation to Call-off Contract.</p>	<p>The rules of procedure for arbitration proceedings shall be as follows:</p> <p>b. "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>c. The place of arbitration will be [Pakistan]</p>

SCHEDULE 1: Schedule of Requirements

Detail of schedule of requirement with specification are already mentioned in page # 54 of this bidding documents

Contents

(Lot. 1). REPAIR & MAINTENANCE OF VEHICLES.

(Lot. II) REPAIR & MAINTENANCE OF GENERATORS

As per schedule of requirement of this bidding documents

1. Technical Specifications

- a. Mandatory Drill required to be performed by Firm / Company / Bidder:
- b. FA Supplier / Bidder shall prepare and submit overall Schedule of supply.

3. Inspections and Tests

Procuring agency will conduct the proper inspection and testing of each or any item / equipment / goods etc as mentioned in schedule of requirement and required specifications in all aspects as per required criteria.



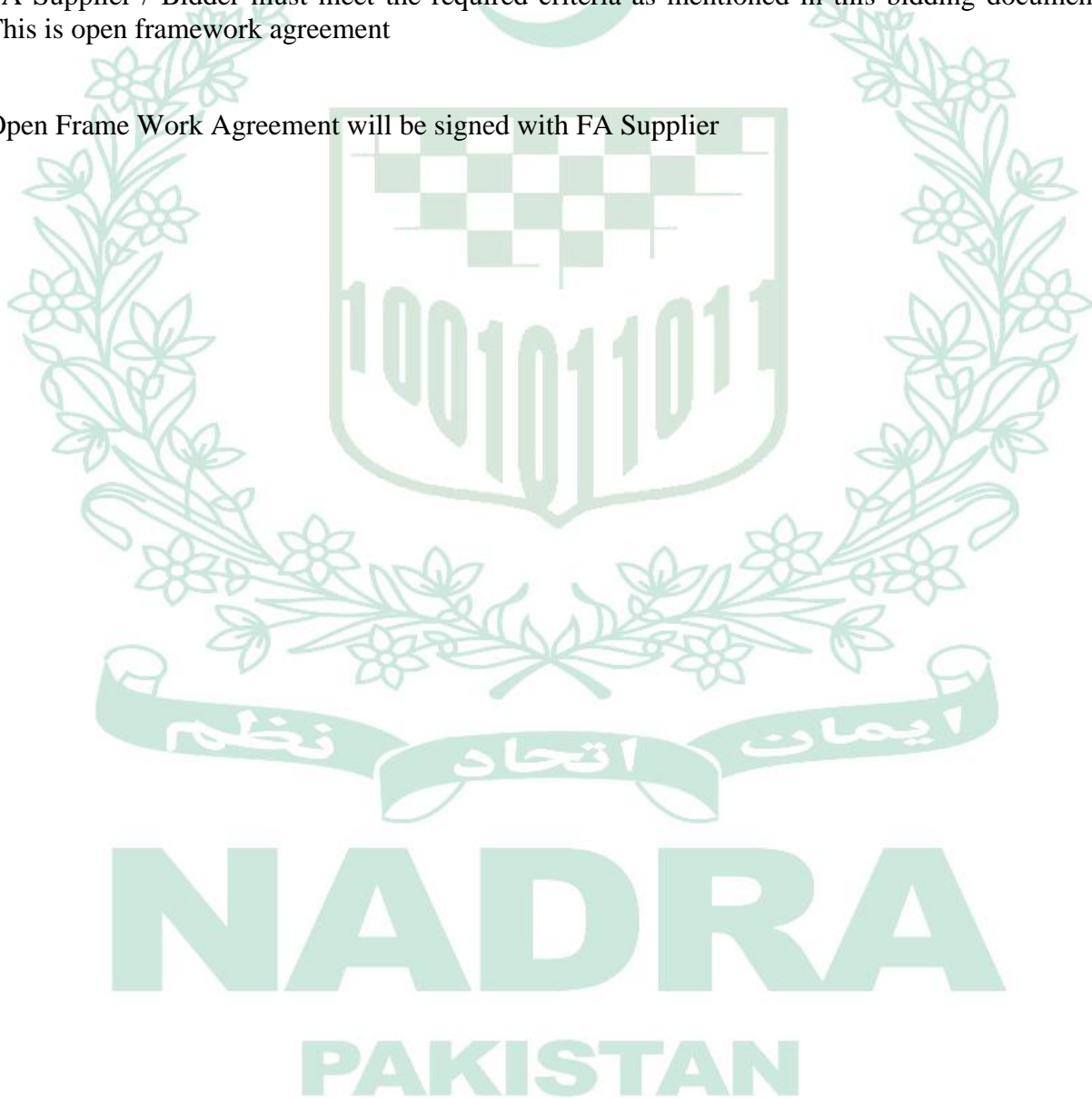


SCHEDULE 3: Secondary Procurement

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.

FA Supplier / Bidder must meet the required criteria as mentioned in this bidding documents. This is open framework agreement

Open Frame Work Agreement will be signed with FA Supplier



1. Secondary Procurement method(s)

Open Framework Agreement will be signed

The bidders who are technically responsive are selected and framework agreement(s) are signed with successful bidder(s). After that the bidders are asked to provide / supply goods or services by signing a call of contract as a part of Secondary Procurement Process and call of quotations are invited from technically qualified bidders.



1. 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 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.

2. 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:

- a. Selection based on competitive quotations to all Suppliers invited to submit quotations.

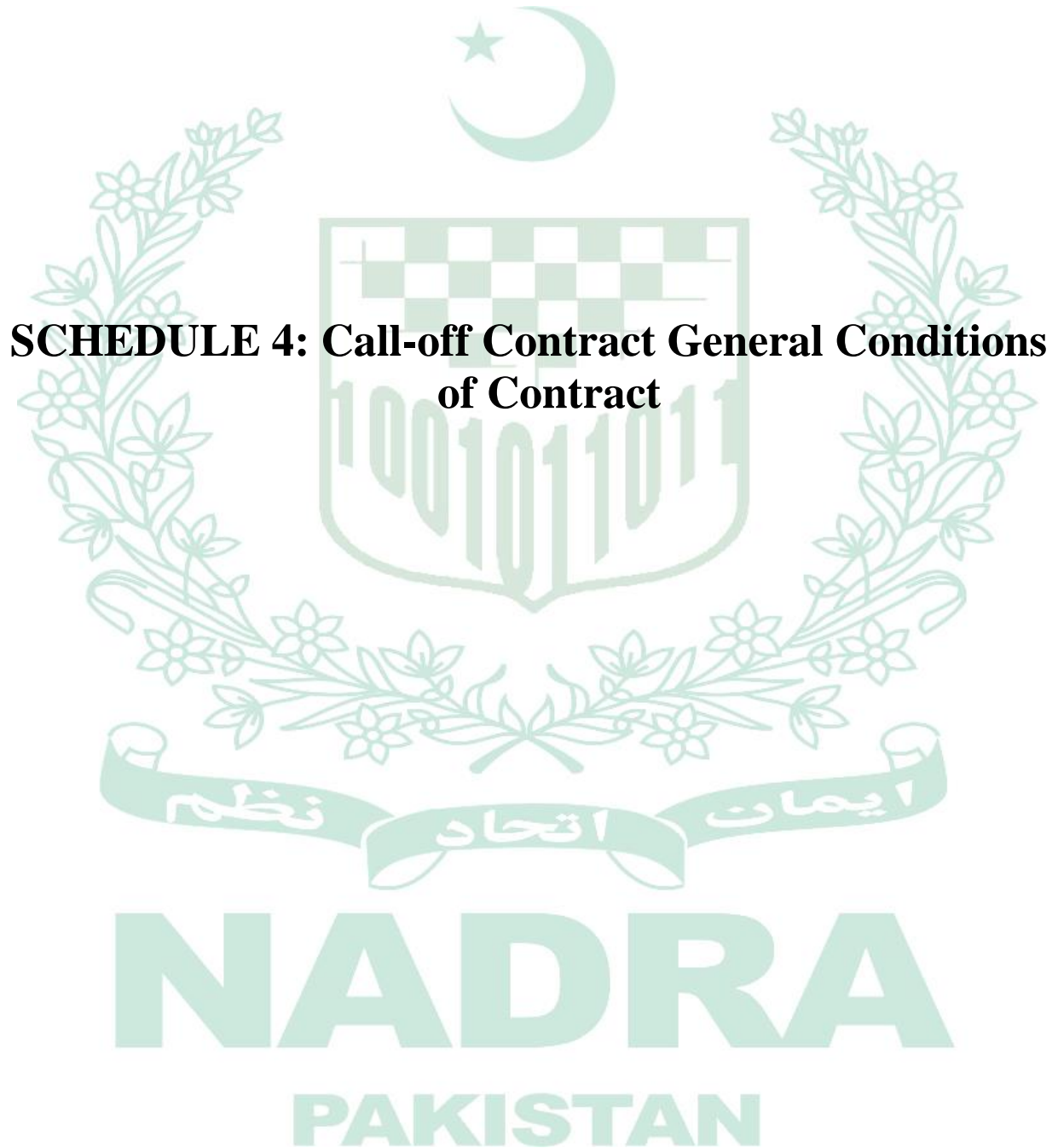
The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

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

3. Complaint about award of Call-off Contract

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

- a. the complaint shall be made in writing to the Procuring Agency, by the quickest means available, e.g. email
- 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.



Call-off Contract

General Conditions of Contract (GCC)

Preamble

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

1. Definitions

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

and Related Services, if applicable, as specified in the Call-off Contract.

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

2. Contract Documents 2.1 All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Fraud and Corruption 3.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

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

4.2 Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms speci-

fied 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.

- 10. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws specified in the **FA Specific Provision**.
- 12. Settlement of Disputes** 10.1 Settlement of Disputes for Call-off Contracts shall be as specified in the SCC.
- 14. Inspections and Audit** 14.1 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.
- 14.2 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.
- 14.3 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 .
- 16. Scope of Supply** 16.1 The Goods and Related Services to be supplied shall be as specified in the Call-off Contract.
- 18. Delivery and Documents** 18.1 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.

- 20. Supplier's Responsibilities** 20.1 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.
- 22. Contract Price** 22.1 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.
- 24. Terms of Payment** 24.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 24.2 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.
- 24.3 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.
- 24.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
- 24.5 In the event that the Procuring Agency fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Agency shall pay to the Supplier interest on the amount of such delayed payment at

the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

26. Taxes and Duties

26.1 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.

26.2 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.

26.3 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.

28. Performance Guarantee

28.1 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.

28.2 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.

28.3 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.

28.4 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.

30. Copyright

30.1 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

32. Confidential Information

32.1 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.

32.2 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.

32.3 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:

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

32.5 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

32.6 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

32.7 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.

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

34. Subcontracting

34.1 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.

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

36. Specifications and Standards

36.1 Technical Specifications and Drawings

36.2 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and stand-

ards 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.

36.3 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.

36.4 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.

38. Packing and Documents

38.1 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.

38.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special re-

quirements 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.

40. Insurance

40.1 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.

42. Transportation and Incidental Services

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

42.2 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:

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

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

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

42.6(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

42.7(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.

42.8 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.

44. Inspections and Tests

44.1 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.

44.2 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.

44.3 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.

44.4 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.

44.5 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.

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

44.7 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.

44.8 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.

46. Liquidated Damages

46.1 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.

48. Warranty

48.1 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.

48.2 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.

48.3 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.

48.4 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.

48.5 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.

48.6 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.

50. Patent Indemnity

50.1 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:

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

50.3 The sale in any country of the products produced by the

Goods.

50.4 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.

50.5 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.

50.6 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.

50.7 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.

50.8 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.

52. Limitation of Liability

52.1 Except in cases of criminal negligence or willful misconduct,

52.2 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

52.3 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

54. Change in Laws and Regulations

54.1 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.

56. Force Majeure

56.1 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.

56.2 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.

56.3 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.

58. Change Orders and Contract Amendments

58.1 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:

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

58.3 the method of shipment or packing;

58.4 the place of delivery; and

58.5 the Related Services to be provided by the Supplier.

58.6 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.

58.7 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.

58.8 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;

58.9 the proposed change(s), and a description of the difference

to the existing contract requirements;

58.10 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

58.11 a description of any effect(s) of the change on performance/functionality of the Goods, or any Related Services.

58.12 The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:

58.13 accelerates the delivery period; or

58.14 reduces the Contract Price or the whole life costs to the Procuring Agency; or

58.15 improves the quality, efficiency or sustainability of the Goods; or

58.16 yields any other benefits to the Procuring Agency,

58.17 without compromising the necessary functions of the Goods, or any Related Services.

58.18 If the value engineering proposal is approved by the Procuring Agency and results in:

58.19 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

58.20 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.

58.21 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.

60. Extensions of Time

60.1 If at any time during performance of the Contract, the Sup-

plier 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.

60.2 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.

62. Termination

62.1 Termination for Default

62.2 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:

62.3 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;

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

62.5 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.

62.6 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.

62.7 Termination for Insolvency.

62.8 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

62.9 Termination for Convenience.

62.10 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.

62.11 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:

62.12 to have any portion completed and delivered at the Con-

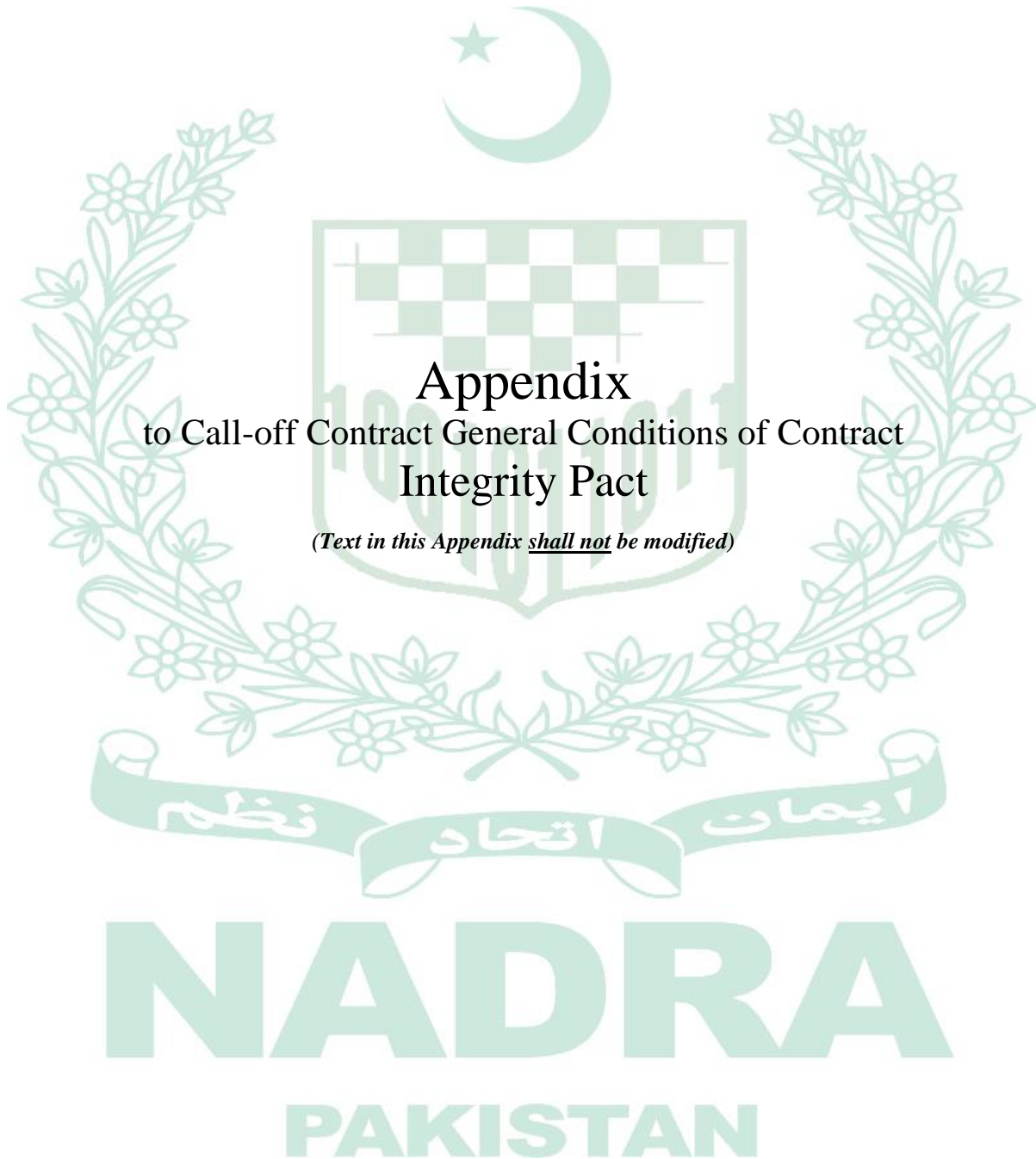
tract terms and prices; and/or

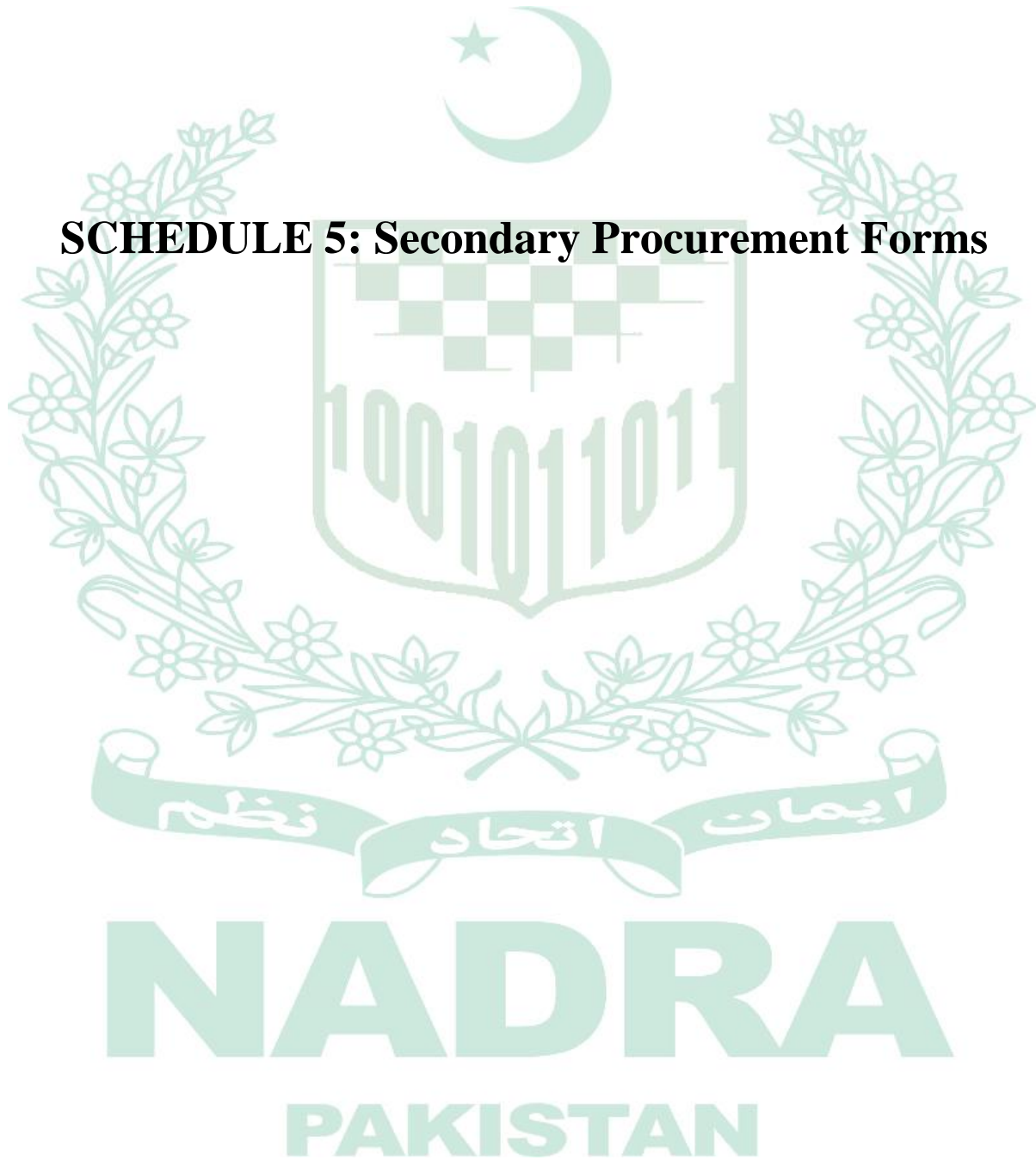
62.13 to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

64. Assignment 64.1 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.

66. Export Restriction 66.1 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.







Secondary Procurement Forms

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Request for Quotation

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

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

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

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

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

Attachments:

Annex 1: Procuring Agency's Requirements

Annex 2: Quotation Form

Annex 3: Call-off Contract for Supply of Goods [*this may be the Call-off Contract Form or another acceptable template*]

Dear [insert name of Supplier's Representative],

1. Request for Quotation (RFQ)

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

2. Price



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

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

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

4. Clarifications

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

5. Submission of Quotations

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

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

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

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

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

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

Country: [*insert name of country*]

6. Opening of Quotations

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

7. Evaluation of Quotations

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

8. Contract

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

On behalf of the Procuring Agency:

Signature: _____

Name: _____

Title/position: _____



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RFQ ANNEX 1: Procuring Agency’s Requirements

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

List of Goods and Delivery Period

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

List of Related Services and Completion Schedule

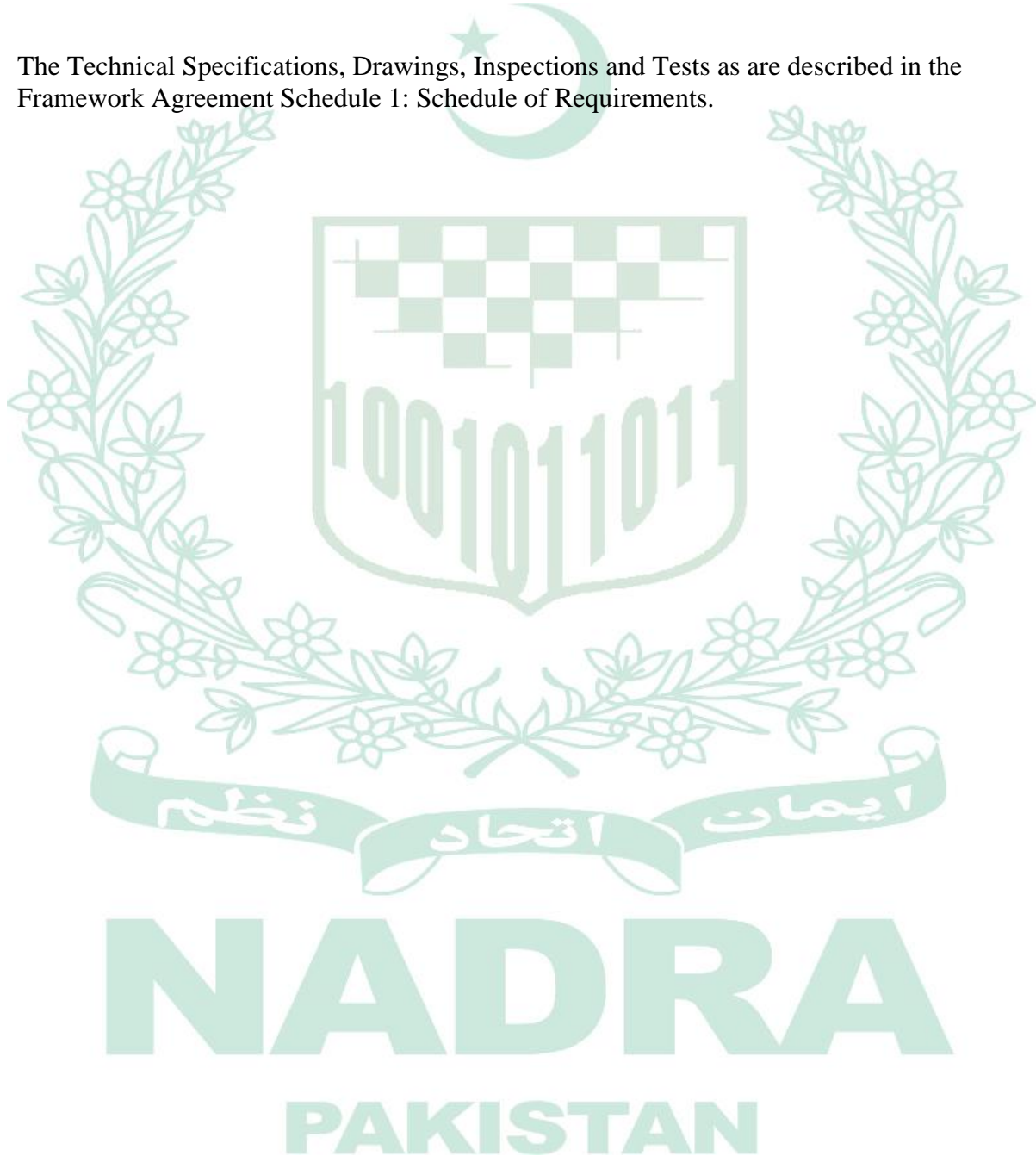
Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>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

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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.



RFQ ANNEX 2: Supplier Quotation Form

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

Quotation for Goods: Price Schedule 1

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

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



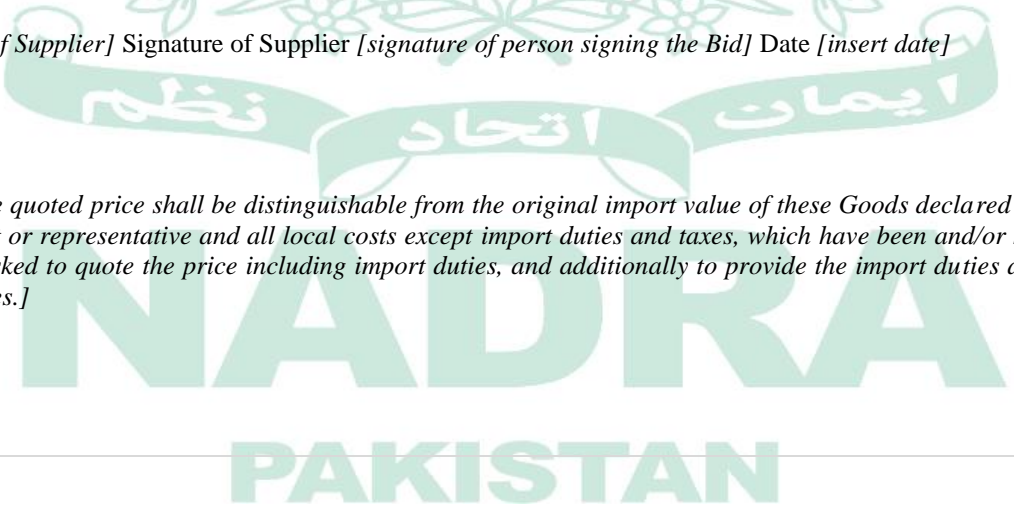
Quotation for Goods: Price Schedule 2

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

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

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

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



Quotation for Goods: Price Schedule 3

Manufactured in the Procuring Agency's country

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



Quotation for Related Services: Price Schedule 4

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

Quotation Price

Total Quotation

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

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



Sample Letter of Award of Call-off Contract

[modify as appropriate]

[use letterhead paper of the Procuring Agency]

[date]

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

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

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

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

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

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

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

Attachment: Call-off Contract



Call-off Contract for the supply of Goods

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

Procuring Agency: <i>[name of Procuring Agency]</i> <i>[address]</i>	Supplier: <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:			Total	
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 i)				
Code	Name/description of service	Quantity	Price	Total
<i>[insert code]</i>	<i>[Describe the Related Services covered under GCC Sub-Clause 25.2 and/or Framework Agreement Schedule 1: Schedule of</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>



	<i>Requirements. The price quoted in Schedule 2 of the Framework Agreement or as agreed with the selected Supplier shall be included in the Contract Price.]</i>			
Special instructions/comments:		Total		
Required Completion period [See Completion Periods in the FA]		[insert period]		

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



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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.

(Project Site/Final Destination) GCC 1.1(n)	The site / location where Goods / Services are required will be mentioned in RFQ which will be issued / placed to FA Supplier
Incoterms GCC 4.2 (b)	The edition of Incoterms that shall apply is <i>[insert date of current edition]</i>
Addresses for notices GCC 8.1	For notices , the Procuring Agency's address shall be: Attention: Assistant Director (Admin) Street Address: NADRA Regional Head Office Sayad Hashumi Chowk, Marine Drive Gwadar City: Gwadar ZIP Code : 91200 Country: Pakistan Mob: 0349-1000298 Email address: Muhammad.arif_001@nadra.gov.pk <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>
Settlement of Disputes GCC 10.1	The settlement of disputes for Call-off Contracts shall be in accordance with FAGP 20.2
Shipping and other documents to be provided GCC 13.1	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>The above documents shall be received by the Procuring Agency:</p> <ul style="list-style-type: none"> (i) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in GCC Sub-Clause 16.1. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise (ii) on shipment.
<p>Contract Price GCC 15.1</p>	<p>Price of each work / supply shall be quoted by FA Supplier / Bidder on placement of RFQ</p>
<p>Terms of payment GCC 16.1</p>	<p><i>Sample provision [The following are the sample terms of payment which, depending on the nature, size and complexity of the purchase, may be appropriately revised by the Procuring Agency]</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>1. Payment for Goods supplied from abroad: “Not Applicable”</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>[OPTION 1]</p> <ul style="list-style-type: none"> (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, 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

	<p>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.</p> <p>Payment of local currency portion shall be made in <i>[insert currency]</i> 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.</p> <p>OR</p> <p><u>[OPTION 2]</u></p> <p>(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.</p> <p>(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</p> <p>(iii) On delivery of the Goods at the final place of destination: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of delivery of the Goods at the final place of destination, supported by an acceptance certificate issued by the Procuring Agency and receipt of the Supplier's invoice.</p> <p>2. Payment for Goods and Services supplied from within the Procuring Agency's Country: Pakistan "Applicable"</p> <p>Payment for Goods and Services supplied from within the Procuring Agency's Country shall be made in <i>[Pakistani Rupee (PKR)]</i>, as follows:</p> <p>(i) Advance Payment: Zero (0) 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) On Delivery: Zero (0) percent amount shall be paid on delivery of stationery and janitorial items to the respective sites.</p> <p>(iii) On Acceptance: Hundred (100%) amount as per invoice by the supplier shall be paid to the Supplier within seven (30) days after the date of acceptance, completion certificate, inspection and verification of supplied items / services (as the related work</p>
--	---

	/ good / services found satisfactory as per the required specification / standards which already mentioned in this bidding documents) by Procuring Agency.
Interest due for late payment GCC 16.5	The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be <i>[Not Applicable]</i> . The interest rate that shall be applied is <i>[Not Applicable]</i>
Performance Security (or Guarantee) GCC 18.1	A Performance Security (or Guarantee) shall be required. “The amount of the Performance Security (or Guarantee) shall be:” Shall Not exceed 10% of total amount of respective supply / work / services as per each RFQ / Each Work Order.
Form of Performance Security (or Guarantee) GCC 18.3	Performance Security (or Guarantee) shall be in the form of: CDR or Bank Guarantee in respect of NADRA NSRC DISBURSEMENT ACCOUNT A/C..
Discharge of Performance Security (or Guarantee) GCC 18.4	Performance Security (or guarantee) shall be discharged by the Procuring Agency and returned to the Supplier after the successful completion / supply and Supplier’s performance obligations under the Overall Contract Period, including any warranty obligations
Packing, marking and documentation GCC 23.2	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>
Insurance cover GCC 24.1	The insurance coverage shall be as specified in the Incoterms. <i>OR</i> If not in accordance with Incoterms, insurance shall be as follows: <i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i>
Transportation GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: The Supplier is required under the Contract to transport the Goods / Services to a specified place / location of final destination within the Procuring Agency’s Country, defined as the Project Site in RFQ. 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 Price.

Inspections and tests GCC 26.1	The inspections and tests shall be: as per the Framework Agreement Schedule 1: Schedule of Requirements
Site of inspections and tests GCC 26.2	The Inspections and tests shall be conducted at: at the final destination / location where work / services / goods is completed by FA Supplier. The inspection shall be conducted by procuring agency. Moreover, procuring agency reserve the rights to require the sample of any or each item before placement of work order but after issuance of RFQ.
Liquidated damages GCC 27.1	LD will be applicable in case of any deviation for Goods / Services in assigned task / work as per work order and specified specifications.
Warranty GCC 28.3	<p>The period of validity of the Warranty shall be “Standard Warranty i.e 1x year.”</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p>Shall be mentioned in RFQ</p> <p><i>Sample provision</i></p> <p>In partial modification of the GCC provisions, the warranty period shall be “Standard Warranty i.e. 1x Year” from date of acceptance of the Goods or Supply from the date of installation / provision / supply at respective site. 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 / Services 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) as per GCC 27.1</p>
Repair/replacement GCC 28.5 GCC 28.6	The period for repair or replacement shall be 7x days.
Value Engineering GCC 33.4	Not Applicable
Additional instructions	Not Applicable



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.

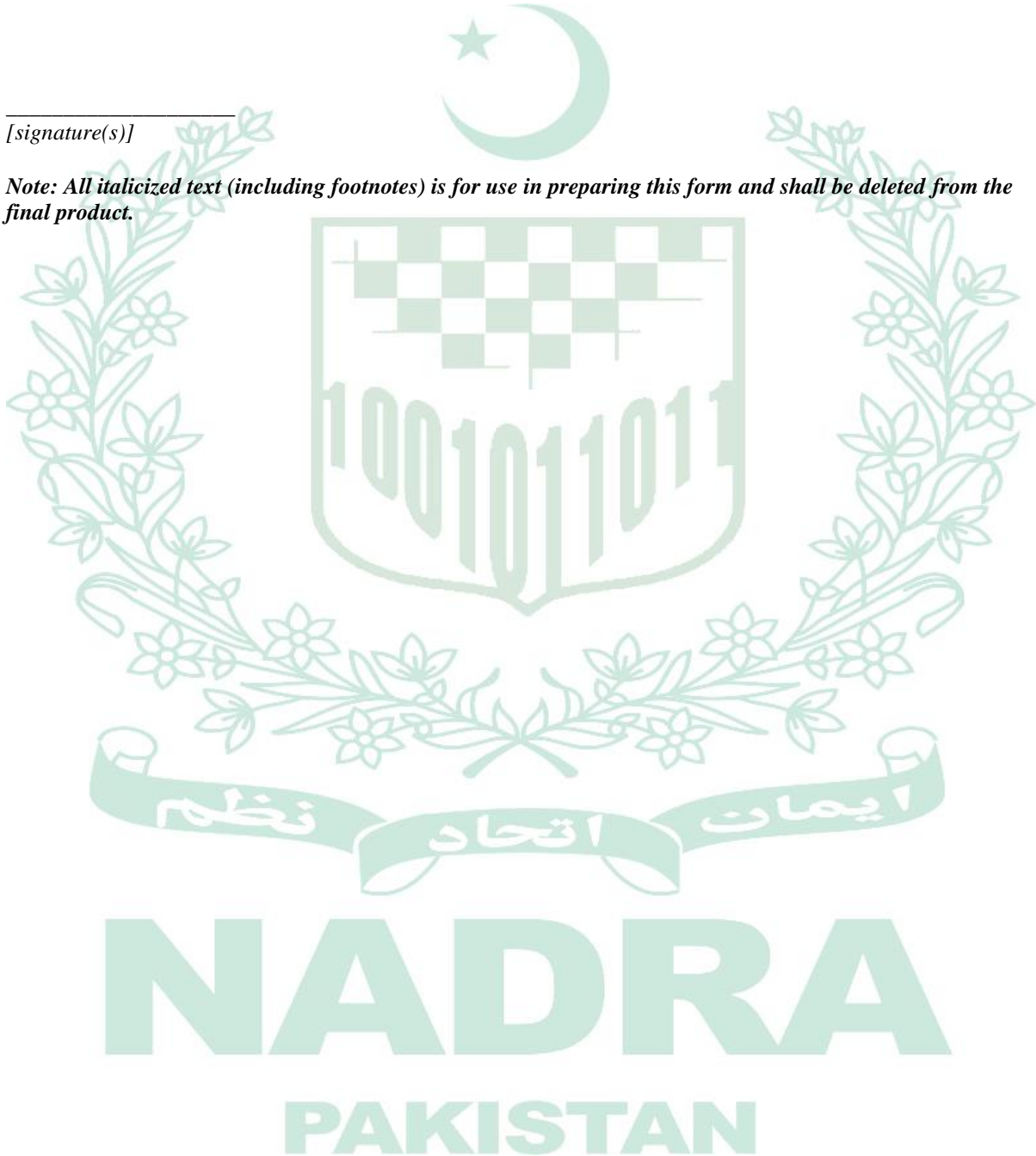
A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's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



NADRA
PAKISTAN

Affidavit

I M/S _____ solemnly declare that:

1. The firm is not involved in any case in any court of law in all over Pakistan.
2. The firm is not blacklisted on any ground by any Government Department (Federal/Provincial/District), a local body or a public sector organization including custom authorities, Tax (Sales Tax, Income Tax, Withholding Tax) during last five years and not in litigation with any government department and procuring entity for any reason. On account of submission of false statement the bidder shall be disqualified forthwith and subsequently black listed.
3. The firm owned and authenticated all attached documents with this bid, in case of any fake & unverified documents found in attached bid the firm shall be responsible and stands disqualified from this bidding process.
4. The Firm has not gone against NADRA in any court of law.

M/S XYZ
Office Address
Contact

Important Note

(This Affidavit should be filled in stamp paper and attested by oath commissioner)

NADRA
PAKISTAN