

## NATIONAL HIGHWAYS AND MOTORWAY POLICE N-5, Central-I, Okara

#### TENDER NO. N-5, C-I Okara/2024-25/01

### Procurement of Goods/services through Open Framework Agreements for DIG Office N-5,Central Lahore and Sector N-5, Central-I, Okara

Prequalification of firms for provision of Stationery Items, Other Store and Miscellaneous Items, Computer Stationery/Thermal Printer Rolls

#### For The Financial Year 2024-2025, 2025-26 & 2026-2027

### Last Date of Submission: 18-09-2024 at 11:00 AM Opening on the same day at 11:30 AM

#### Note:

- 1. The pre-qualification documents must be signed & stamped and attached with Technical Bid otherwise bid will be rejected.
- All potential bidders are requested to drop their bids via courier or by hand in office of the DSP/Chief Patrol Officer NHMP 510-D, Izmir Town, near LGS School, Lahore. The bids will be opened as per scheduled date & time i.e. at 11:00 AM on 18-09-2024

Secretary Purchase Committee NATIONAL HIGHWAYS AND MOTORWAY POLICE 510-D, Izmir Town, near LGS School Lahore Ph: 042-399333913



PROPOSAL FOR PREQUALIFICATION THROUGH E-SUBMISSION

# Invitation for Prequalification For Open Framework Agreement(s) Through E-PADs Submission

DIG Office N-5, Central Lahore and Sector N-5, Central-I, Okara

- 1. The DIG office N-5, Central Lahore and Sector N-5, Central-I, NHMP, Okara has sufficient funds from the Government of Pakistan finance division toward the expenditure of Stationery Items, Other Store and Miscellaneous Items, Computer Stationery/Thermal Printer Rolls, Payment to Other for Service Rendered and intends to apply part of the proceeds toward payments under the contract or contracts for open framework agreements for the said expenditures.
- 2. The DIG office N-5, Central Lahore and Sector N-5, Central-I, NHMP, Okara, intends to prequalify suppliers for Invitation to Bid(s), and sign the framework agreement(s) with the selected bidder(s) subsequent to bidding processin case of open Framework Agreement(s).
- 3. The objective of the intended open framework agreement(s) is the on-demand supply of Stationery Items, Other Store and Miscellaneous Items, Computer Stationery/Thermal Printer Rolls, Payment to Other for Service Rendered at Lines Head Quarters of Sector N-5 C-1, 510-D, Izmir Town near LGS School, Lahore through subsequent Call-off Contract(s) with successful bidders, and the purpose of this Prequalification Notice is to provide the very basic information to enable the potential applicants to decide whether or not to respond to this Prequalification Notice.
- 4. Only the prequalified applicants shall be entitled to participate in the procurement proceedings, and it is expected that the Invitation to Bids will be made to the Prequalified Applicants for the financial Years 2024-25, 2025-26 & 2026-27 and Open Framework Agreement(s) will be signed b/w the Procuring Agency and the successful bidder(s) as Framework Agreement Suppliers for financial Years 2024-25, 2025-26 & 2026-27 for the period of 03 Years.
- 5. Prequalification process is open for all national Applicants subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may obtain further information from the Lines Head Quarters of Sector N-5 C-1, 510-D, Izmir Town near LGS School, Lahore during office hours.
- 6 A complete set of Prequalification Documents in English may be purchased by interested Applicants on the submission of a written Application to the address mentioned below and upon payment of a nonrefundable fee of Rs.1000/- Or may be downloaded from E-PADs and NHMP website free of cost. The Prequalification documents will be submitted through E-PADs along with provision of documents hard form at the address mentioned above. All the bidders shall submit bid security CDRs of Rs. 25,000/- in the name of DSP/Secretary Purchase Committee NHMP Sector N-5 C-1, 510-D, Izmir Town near LGS School, Lahore

- 7. Applications for Prequalification must be submitted through EPADs and in hard form in clearly marked envelopes and delivered to the address mentioned below latest by 11:00 AM on 18-09-2024. Only those Bids will be entertained which are submitted through EPADs along with bid security in the form of pay order and CDRs (bank cheques will not be accepted). Late Applications will be rejected.
- 8. Initially open framework agreements will be entered in to with prequalified firms or bidders for the period of open framework as mentioned in prequalification documents and a mini competition among the prequalified bidders shall be carried out for each procurement for the items / budget heads and the lowest bidder shall be evaluated item wise. bid security CDR's of Rs.25000/- of successful prequalified firms shall be considered as performance security and retained till the expiry of open framework agreement.

Secretary Purchase Committee National Highways and Motorway Police, Sector N-5 C-1, 510-D, Izmir Town near LGS School, Lahore Ph#042-399333913 storen5c1@gmail.com

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# PART 1 – Prequalification

# Section I - Instructions to Applicants

	A. General
1. Scope of Application	1.1 In connection with the "Invitation for Prequalification", the Procuring Agency, as defined in Section II (Prequalification Data Sheet abbreviated as PDS), issues this set of Prequalification Documents (PD) to prospective applicants (also hereinafter referred as Applicants) interested in submitting applications (also hereinafter referred as Applications) to determine the capacity and capability of the Applicant(s) for supply of Goods and Related Services incidental thereto as specified in Section VII (Schedule of Requirements).
2. Source of Funds	2.1 Source of funds is same as referred in Invitation for Prequalification.
3. Fraud and Corruption	<ul> <li>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.</li> </ul>
	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.
	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.
	3.4 Procuring Agency will reject an application or bid or proposal, if it is established that the Applicant or the Bidder or Prosper was engaged in corrupt and fraudulent practices in competing for the contract.
	3.5 Procuring Agency will also declare the Applicant as blacklisted in accordance with Public Procurement Rule 19 and predefined standard mechanism.
4. Eligible Applicants	<ul> <li>4.1 An Applicant may be a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing JV agreement or with the intent to enter into such an agreement supported by a letter of intent.</li> <li>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.</li> </ul>
	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.
	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 <b>in the PDS</b> , there is no limit on the number of members in a JV.
	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.
	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.
	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:
	<ul> <li>(a) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or</li> </ul>
	(b) would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.
	4.5 An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid or enter into any Framework Agreement or Call-off Contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available at PPRA's website.
5 DI 1 114	<ul> <li>4.6 An Applicant shall provide such documentary evidence for determining the eligibility of the Applicant to the reasonable satisfaction of the Procuring Agency.</li> <li>5.1 Applicant such a inclusive limit is if there are not inclusive limit is a straight of the same set in the set of the</li></ul>
5. Eligibility	5.1 Applicants may be ineligible if they are nationals of ineligible countries

(in terms of	as indicated in Section V.
Nationality) B. Co	ontents of the Prequalification Documents
6. Sections of Prequalification Documents	<ul><li>6.1 This set of Prequalification Documents consists of Parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.</li></ul>
	PART 1 Prequalification Procedures
	Section I - Instructions to Applicants (ITA)
	Section II - Prequalification Data Sheet (PDS)
	Section III - Qualification Criteria and Requirements
	Section IV - Application Forms
	Section V - Eligible Countries
	Section VI - Fraud and Corruption
	PART 2 Supply Requirements
	Section VII – Schedule of Requirements
	<ul> <li>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.</li> <li>6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all</li> </ul>
7. Clarification of Prequalification Documents and Pre-Application Meeting	<ul> <li>information or documentation as is required by the Prequalification Documents.</li> <li>7.1 An Applicant requiring any clarification of the Prequalification Documents shall contact the Procuring Agency in writing at the Procuring Agency's address indicated in the PDS. The Procuring Agency will respond in writing to any request for clarification provided that such request is received no later than three (03) days prior to the deadline for submission of the Applications. The Procuring Agency shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Documents directly from the Procuring Agency (or through its website link), including a description of the inquiry but without identifying its source. If so indicated in the PDS, the Procuring Agency shall also promptly publish its response at the web page identified in the PDS. Should the Procuring Agency deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.</li> </ul>
	7.2 If indicated <b>in the PDS</b> , the Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting at the place, date and time mentioned <b>in the PDS</b> . During this Pre-Application

meeting, prospective Applicants may request clarification of the schedule of requirement, the qualification criteria or any other aspects of the Prequalification Documents.         7.3 Minutes of the Pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Documents hat may become necessary as a result of the pre-Application meeting will not be a cause for disqualification of an Applicant.         8. Amendment of Prequalification processary as a result of the pre-Application meeting will not be a cause for disqualification Documents by issuing an Addendum pursuant to ITA 8. Non-attendance at the pre-Application meeting will not be a cause for disqualification Documents by issuing an Addendum.         8. Amendment of Drequents       8.1 At any time prior to the deadline for submission of Applications, the Prequalification Documents and Ahall be communicated in writing to all Application Documents by issuing an Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Application provide their Applications or handed over the applications to the courier prior to the dissuance of any such addendum shall have the right to withdraw his already filed Applications on thanded over the applications to the courier prior to the dissuance of any such addendum shall have the right to withdraw his already filed Applications and alcontant is used within last three (03) days of the Application submission deadline.         8.1 Cost       of         9.1 Othe Application shall be orised provided that the Procuring Agency will		
of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Documents. Any modification to the Prequalification Documents that may become necessary as a result of the pre-Application meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITA 8. Non-attendance at the pre-Application meeting will not be a cause for disqualification of Applications, the Prequalification Documents by issuing an Addendum issued shall be part of the Prequalification Documents by issuing an Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Documents from the Procuring Agency. The Procuring Agency's web page identified in the PDS:         Provided that an Applicant who had either already submitted their Applications or handed over the applications to the courier prior to the original or extended Application submission deadline.         8.3 To give Application and submit the revised Applications in accordance with ITA 17.2:         Provided that the Procuring Agency shall extend the deadline for submission of Applications in accordance with ITA 17.2:         Provided that the Procuring Agency shall extend the deadline for submission of Applications in accordance with ITA 17.2:         Provided that the Procuring Agency may at its discretion, extend the Application submission dadline.         0. Language of Application as well as all correspondence and documents relating to the Prequalification process.         10. Language of the Prequalification process. <th></th> <th>schedule of requirement, the qualification criteria or any other aspects of</th>		schedule of requirement, the qualification criteria or any other aspects of
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Application       (a) Application Submission Letter, in accordance with ITA 12.1;	Comprising the	

	(b) Eligibility: documentary evidence establishing the Applicant's
	eligibility, in accordance with ITA 13.1;
	(c) <b>Qualifications:</b> documentary evidence establishing the Applicant's qualifications, in accordance with ITA 14; and
	(d) any other document required as specified in the PDS.
12. Application Submission Letter	12.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Form must be completed without any alteration to its format.
13. Documents Establishing the Eligibility of the Applicant	13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Form ELI-1.1 (eligibility), included in Section IV (Application Forms).
14. Documents Establishing the Qualifications of the Applicant	<ul> <li>14.1 To establish its qualifications to perform the contract(s) in accordance with Section III (Qualification Criteria and Requirements), the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).</li> </ul>
	14.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Pak Rupee equivalent using the rate of exchange determined as follows:
	(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.
	14.3 Exchange rates shall be taken from the publicly available source identified <b>in the PDS</b> . Any error in determining the exchange rates in the Application may be corrected by the Procuring Agency.
	14.4 The documentary evidence of the Applicant's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction:
	<ul> <li>(a) that, if required in the BDS, an Applicant that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV A (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</li> </ul>
	(b) that, if required <b>in the BDS</b> , in case of an Applicant not doing business within Islamic Republic of Pakistan (or the country where the procurement is being made), the Applicant is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.
15. Signing of the Application and Number of Copies	<ul><li>15.1 The Applicant shall prepare one set of the original documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original set of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on</li></ul>

	behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.
	15.2 The Applicant shall submit copies of the signed original Application, in the number specified <b>in the PDS</b> , and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
	<b>15.3</b> When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall submit ORIGINAL and COPIES in accordance with the procedures specified in the PDS.
	D. Submission of Applications
16.SealingandIdentificationof	<ul><li>16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:</li></ul>
Applications	(a) bear the name and address of the Applicant;
	(b) be addressed to the Procuring Agency, in accordance with ITA 17.1; and
	(c) bear the specific identification of this Prequalification process indicated <b>in the PDS</b> reference ITA 1.1.
	<b>16.2</b> When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall seal the original and the copies in accordance with the procedures specified <b>in the PDS</b> .
	16.3 The Procuring Agency will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.
17. Deadline for Submission of Applications	17.1 Applicants may either submit their Applications by mail, by courier or by hand. Applications shall be received by the Procuring Agency at the address and no later than the deadline indicated <b>in the PDS.</b> When so specified <b>in the PDS,</b> Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified <b>in the PDS.</b>
	17.2 If required in accordance with the provisions of ITA 8.3, the Procuring Agency will extend the deadline for the submission of Applications, in which case all rights and obligations of the Procuring Agency and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.
	17.3 The deadline will be extended in the same manner as that of original Invitation for Prequalification (or the advertisement).
18. Late Applications	18.1 The Procuring Agency reserves the right to accept Applications received after the time for submission of Applications, however subject to the condition that the same is received within the date specified as last date for submission of applications but before the time for opening of the Applications.
<b>19.</b> Opening of Applications	19.1 The Procuring Agency shall open all Applications at the date, time and place specified <b>in the PDS</b> . Late Applications shall be treated in accordance with ITA 18.1.
	<b>19.2</b> Applications submitted electronically, if permitted pursuant to ITA 17.1, shall be opened in accordance with the procedures specified in <b>the PDS.</b>

	10.2 The Prequiring Agency shall proper a record of the opening of
	19.3 The Procuring Agency shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A
	copy of the record shall be distributed to all Applicants.
	Procedures for Evaluation of Applications
<b>20.</b> Confidentiality	20.1 Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the Prequalification process until the notification of Prequalification results is made to all Applicants in accordance with ITA 28.
	<ul><li>20.2 From the deadline for submission of Applications to the time of notification of the results of the Prequalification in accordance with ITA 28, any Applicant that wishes to contact the Procuring Agency on any matter related to the Prequalification process may do so only in writing.</li></ul>
21. Clarification of Applications	21.1 To assist in the evaluation of Applications, the Procuring Agency may, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Procuring Agency and all clarifications from the Applicant shall be in writing.
	21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Agency's request for clarification, its Application shall be evaluated based on the information And documents available at the time of evaluation of the Application.
22.	22.1 The Procuring Agency may reject any Application which is not
Responsiveness of	responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise
Applications	requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information within prescribed Time, it may result in disqualification of the Applicant.
23. Margin of	23.1 Unless otherwise specified <b>in the PDS</b> , a margin of preference shall not
Preference	apply in the Bidding process resulting from this Prequalification.
24. Sub-	24.1 Subcontractors' qualification and experience will not be considered for
contractors	evaluation of the Applicant. The Applicant on its own (without taking into account the qualification and experience of the Subcontractor) Should meet the qualification criteria.
F. Evaluatio	n of Applications and Prequalification of Applicants
25. Evaluation	25.1 The Procuring Agency shall use the factors, methods, criteria, and
of Applications	requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Agency reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract, however subject to the provisions of ITA 27.
	25.2 Subcontractors proposed by the Applicant shall be fully qualified for their parts of the Scope of Supply of the Goods and Allied Services.
	<ul> <li>25.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Procuring Agency shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements. The Qualification Criteria and Requirements are mentioned in Section III.</li> <li>25.4 Only the qualifications of the Applicant shall be</li> </ul>

	T	
		considered. The qualifications of other related entities such as the Applicant's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Applicant shall not be taken into consideration in determining the qualifications of the Applicant.
26. Procuring Agency's Right to Accept or Reject Applications	26.1	The Procuring Agency reserves the right to accept or reject all the Applications, and to annul the Prequalification process at any time, without thereby incurring any liability to the Applicants.
27.Prequalification of Applicants	27.1	All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Agency.
	27.2	An Applicant may be "conditionally prequalified," that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Procuring Agency.
	27.3	Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Procuring Agency before or at the time of submitting their Bids.
28.Notification of Prequalification	28.1	The Procuring Agency shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.
	28.2	The procuring agency shall communicate to those suppliers or contractors who have not been pre-qualified the reasons for not pre- qualifying them.
29. Request for Bids	29.1	Promptly after the notification of the results of the Prequalification, the Procuring Agency will invite the Bids from all the Applicants that have been prequalified.
30. Changes in Qualifications of Applicants	30.1	Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of Bids. Such approval shall be denied if:
	(a)	a prequalified Applicant proposes to associate with a disqualified Applicant or in case of a disqualified joint venture, any of its members;
	(b)	as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or
	(c)	in the opinion of the Procuring Agency, the change may result in a substantial reduction in competition.
	30.2	Any such change should be submitted to the Procuring Agency before the date of "Invitation to Bids".
31. Constitution of Grievance Redressal	31.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The

GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement. 31.2 Any party or applicant can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the pregualification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the application/proposal submission deadline. 31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report. 31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. 31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted. 31.6 The GRC shall investigate and decide upon the complaint within ten days of its receipt. 31.7. Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021". 31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal. 31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. 31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal. 31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final. 32. Mechanism of 1 The Procuring Agency shall bar for the time prescribed under Rule-**Blacklisting** 19 of the Public Procurement Rules, 2004, from participating in

[]	· · · · · · · · · · · · · · · · · · ·
	their respective procurement proceedings, bidder or contractor
<u>.</u>	who either:
i.	Involved in corrupt and fraudulent practices as defined under rule-2;
ii.	Fails to perform his contractual obligations; or
	Fails to abide by bid securing declaration;.
	The Procuring Agency shall bar for not more than the time
52.1	prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:
i.	Involved in corrupt and fraudulent practices as defined in Rule- 2 of Public Procurement Rules;
ii.	Fails to perform his contractual obligations; and
iii.	Fails to abide by the id securing declaration;
32.2 1	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.
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
32.4 1	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
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.
32.6 7	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
32.7 1	The procuring Agency shall decide the matter within fifteen days

from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

- 32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 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.
- 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
- 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.
- 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.

## Section II - Prequalification Data Sheet (PDS) A. General

ITA 1.1	The identification number of the Invitation for Prequalification is: Sector N-5, C-I, Okara/2024-25/01		
	The Procuring Agency is: Secretary Purchase Committee Sector N-5 C-1, 510-D, Izmir Town near LGS School, Lahore		
	The list of contracts is:		
	Provision of Stationery Items, Other Store and Miscellaneous Items, Computer Stationery/Thermal Printer Rolls		
ITA 2.1	The name of the Procuring Agency is: Sector N-5 C-1, <i>NHMP</i> , 510-D, Izmir Town near LGS School, Lahore The name of the Project or Procurement is: Procurement of goods/services through open framework agreements for all sectors and zonal office		
ITA 4.2	Maximum number of members in the JV shall be: <i>Two</i>		
ITA 4.7	A list of debarred firms and individuals is available on the PPRA's website: <u>http://www.ppra.org.pk</u>		
]	B. Contents of the Prequalification Document		
ITA 7.1	For clarification purposes, the Procuring Agency's address is:		
	[insert information or state "same as in ITA1.1 above"]		
	Attention: Secretary Purchase Committee Sector NHMP, N-5 C-1, 510-D, Izmir Town near LGS School, Lahore		
	Address: NHMP, N-5 C-1, 510-D, Izmir Town near LGS School, Lahore		
	City: <i>Lahore</i>		
	ZIP Code: 54000		
	Country: <i>Pakistan</i> Telephone: 042-399333913,		
	Electronic mail address: <u>storen5c1@gmail.com</u>		
	Web page:		
ITA 7.1 & 8.2			
	www.nhmp.gov.pk		
	www.ppra.org.pk		
ITA 7.2	Pre-Application Meeting will be held: <i>No</i>		
	C. Preparation of Applications		
ITA 10.1	This Prequalification document has been issued in the " <i>English</i> "		

ITA 11.1 (d)

	<ol> <li>Proof of active tax payer list (Income Tax &amp; Sales Tax etc,</li> <li>No of Years in business in Pakistan (Incorporation Certificate/Business Registration Certificates)</li> <li>last year audited accounts or Tax Returns &amp; bank statement for the period from July 01, 2023 to June 30, 2024,</li> </ol>
	4. Experience of firm, attested copies of work orders/purchase orders or agreements or work completion certificates and any other. (At least 03 for the supply of similar nature of items)
	5. List and addresses of offices of the firms on letter head.
ITA 14.2	The source for determining exchange rates is <i>State bank of pakistan</i>
ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: <i>01</i>
	D. Submission of Applications
ITA 17.1	The deadline for Application submission is:
	Date: 00-00-2024
	Time: 11:00 AM
	For Application submission purposes only, the Procuring Agency's address is:
	Store Branch, NHMP, N-5 C-1, 510-D, Izmir Town near LGS School, Lahore
	Attention: In charge Store, N-5, C-I, Lahore,
	Address: 510-D, Izmir Town near LGS School, Lahore
	City: <i>Lahore</i>
	ZIP Code: 54000
	Country: <i>Lahore</i> Telephone: 042-399333913
	Email address: storen5c1@gmail.com
	Applicants "shall be" submitting through EPADs.
ITA 19.1	The opening of the Applications shall be at
	Date: 00-00-2024
	Time: 11:00 AM
	Address 510-D, Izmir Town near LGS School, Lahore
ITA 19.2	The electronic Application opening procedures shall be: [Submission of Application through EPADs.]
	E. Procedures for Evaluation of Applications
ITA 23.1	A margin of domestic preference "shall" apply
ITA 31.1	If an Applicant wishes to make a Prequalification related Complaint, the Applicant should submit its complaint, in writing (by the quickest means available, that is either by email or fax), to:
	<b>For the attention</b> : <i>Grievance Redressal Committee</i> , 510-D, <i>Izmir Town near LGS School, Lahore</i>

The Applicant shall submit with its Application, the following additional documents:

Title/position: Secretary of Grievance Redressal Committee
Procuring Agency: NHMP, Sector N-5 C-1, 510-D, Izmir Town
near LGS School, Lahore
<b>Email address</b> : <u>storen5c1@gmail.com</u> In summary, at this stage, a Prequalification related Complaint may challenge any of the following:
the terms of the Prequalification Documents; and
the Procuring Agency's decision not to prequalify an Applicant.

## 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.

Ð	ligibility and Qua	Compliance I	Requirements		Documentation		
No.	Subject	Requirement	Single Entity	Joint Venta	ure (existing or Each Member	· intended) One Member	Submission Requirements
				Combined	wiember	Withiber	
1. E	ligibility						
1.1	Nationality	Nationality in accordance with ITA 4.5	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 4.6	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 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
2. H	2. Historical Contract Non-Performance						
2.1	History of Non- Performing Contracts	Not debarred due to any Non- performance of contract or deviation	Must meet requirement	Must meet requirements	Must meet requirement <sup>1</sup>	N/A	Form PER-1

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

D	Eligibility and Qualification Criteria Compliance Requirements				Documentation		
			Single	Joint Vent	ure (existing or	intended)	Submission Requirements
No.	Subject	Requirement	Entity	All Members Combined	Each Member	One Member	
		from Bid Securing Declaration in accordance with the provision of Rule- 19 of PP Rules or the period of debarment has been over.					

2.2	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and	Must meet requirement	N/A	Must meet requirement	N/A	Form PER-1
		assuming that all pending litigation will be resolved against the Applicant					
3. F	inancial Situat	tion and Performa	nce				
3.1	Financial Capabilities	The audited financial statements or tax returns for the last year and also Bank Statement for the period from1st July, 2023 to 30 <sup>st</sup> June, 2024 be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long- term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 1
3.2	Average Annual Turnover	Average annual turnover (Average Annual Sales Revenue) from supply of similar nature of Goods of PKR 2 Million.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 2
3.3	Current Contractual Commitments	The Applicant shall also demonstrate, to the satisfaction of the Procuring Agency, that it has adequate sources of finance to meet the cash flow requirements on contracts currently					Form CON -1

Eligibility and Qualification Criteria				Compliance	Requirements		Documentation
•			Single	Joint Venture (existing or intended)			Submission Requirements
No.	Subject	Requirement	Entity	All Members Combined	Each Member	One Member	
		in progress and for future contract Commitments.					
4. E	xperience						
4.1	General Experience	Experience in supply of Similar Goods for at least the last 02 years (Experience will be checked from work orders, agreements etc)	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP –1
4.2 (a)	Specific Experience	(i) Documentary evidence of the Applicant's qualifications to perform the Contract in accordance with	Must meet requirement Must meet requirement	Must meet requirement Must meet requirement	N/A N/A	Must meet requirement Must meet requirement	
		<ul> <li>4.2 (b)(i) below</li> <li>(ii) Technical and Production Capability in accordance with 4.2(b)(ii) as below.</li> <li>(iii) Experience on</li> </ul>	Must meet requirement Must meet requirement	Must meet requirement Must meet requirement	N/A Must meet requirement	Must meet requirement Must meet requirement	
		<ul> <li>(iii) Experience on Packaging, Distribution in accordance with 4.2(b)(iii) below.</li> <li>(iv) Registration Requirement in accordance with 4.2(b)(iv) below.</li> </ul>					
4.2 (b)	See below for a	letails					•

## Section IV - Application Forms Application Submission Letter

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

#### To: <u>The Secretary Purchase Committee.</u>

National Highways & Motorway Police, NHMP, Sector N-5 C-1, 510-D, Izmir Town near LGS School, Lahore

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

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with Instructions to Applicants (ITA) 8: --------[insert the number and issuing date of each addendum].
- (b) **No conflict of interest**: We have no conflict of interest in accordance with ITA 4.6;
- (c) **Eligibility**: We (and our subcontractors) meet the eligibility requirements as stated ITA 4.1, we have not been suspended by the Procuring Agency based on execution of a Bid/Proposal Securing Declaration in accordance with ITA 4.9;
- (d) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution];
- (e) **Not bound to accept:** We understand that you may cancel the Prequalification process at any time without incurring any liability to the Applicants, in accordance with ITA 26.1. Only suppliers or contractors who have been pre-qualified shall be entitled to participate further in the procurement proceedings
- (f) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed:
[insert signature(s) of an authorized representative(s) of the Applicant]
Name:
[insert full name of person signing the Application]
In the capacity of:
[insert capacity of person signing the Application]
Duly authorized to sign the Application for and on behalf of:
[insert full name of the Applicant or the name of the JV]
Address:
[insert street number/town or city/country address]
Dated:
[insert date the document is signed i.e. day number] day of [insert month], [insert year]
[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]

#### Form ELI -1.1 Applicant Information Form

Date: [insert day, month, year] IFP No. and title: [insert IFP number and title] Page \_\_\_\_\_\_\_of \_\_\_\_\_\_ [insert page number] [insert total number] pages

Applicant's name along with nationality

[insert full name]

In case of Joint Venture (JV), name of each member along with nationality:

[insert full name of each member in JV]

Applicant's actual or intended country of registration:

[indicate country of Constitution]

Applicant's actual or intended year of incorporation:

[indicate year of Constitution]

Applicant's legal address [in country of registration]:

[insert street/ number/ town or city/ country]

Applicant's authorized representative information

Name: [insert full name]

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

Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]

E-mail address: [indicate e-mail address]

1. Attached are copies of original documents of

Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.5.

In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

### Form ELI -1.1 (continued) Applicant Information Form

Date: [insert day, month, year] IFP No. and title: ------[insert IFP number and title] Page [insert page number] of [insert total number] pages

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:					
. Type of Business:					
. If Other, specify:					
. Nature of Business:					
. Year Established:					
. Dates, Numbers, and Expiration Da	tes of Curren	t Licens	es and Perm	nits:	
. Current registration with relevant at	athorities info	ormation	:		
Proof of product and facility registration international agencies [If Applicable]		rocuring	Agency's c	country	regulatory authority and
Name of government agency(ies) re origin of the raw material and or pro	-	-	-	nsing o	f facilities in the country of
Date of last inspection:					
Quality Assurance Certification					
(Please include a copy of your latest with the PQ Application):	t certificate				

Production capacity: [insert peak and average production capacity over the last three years in units/day or units/month, etc.]
. List of names and addresses of sources of raw material and what products they will be used in:
Proof of raw material product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]:
. Raw materials tested prior to use:
. Presence and characteristics of in-house quality control laboratory
Names and addresses of external quality control laboratories used:
Are all finished products tested and released by quality control prior to release for sale? YesNo, If not, why?
. List control tests done during production? If so list.
. List tests conducted after production and prior to release of product on market:
. Are technical documents available in: <i>[Procuring Agency should insert language]</i> Yes No

### Form FIN – 3.1 Financial Situation and Performance

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

Applicant's Name: [insert full name] Date: [insert day, month, year] Joint Venture Member Name: [insert full name] IFP No. and title: [insert IFP number and title] Page [insert page number] of [insert total number] pages

#### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR						
	equivalent)						
	Year 1	Year 2	Year 3				
Statement of Financ	ial Position (	(Information	from Balanc	e Sheet)			
Total Assets (TA)							
Total Liabilities (TL)							
Total Equity/Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Working Capital (WC)							
Infor	mation from	Income Stat	ement				
Total Revenue (TR)							
Profits Before Taxes (PBT)							
	Cash Flow	Information	I				
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.
- $\Box$  Attached are copies of financial statements<sup>2</sup> for the two years required above; and complying with the requirements.

<sup>&</sup>lt;sup>2</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

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

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

Applicant's Name:
[insert full name]
Date:
[insert day, month, year]
Joint Venture Member Name:
[insert full name]
IFP No. and title:
[insert IFP number and title]
Page [insert page number] of [insert total number] pages

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

Name of Contract(s)

Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]

Value of outstanding contracts [current PKR equivalent]

Estimated delivery date

Average monthly invoices over the last six months (PKR/mon.)

## Form- EXP-1

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

#### Form- PER 1

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

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

Applicant's Name:
[insert full name]
Date:
[insert day, month, year]
Joint Venture Member Name:
[insert full name]
IFP No. and title:
[insert IFP number and title]
Page [insert page number] of [insert total number] pages

Not debarred due to deviation from commitment of Bid Securing Declaration-

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Agency: [insert full name] Address of Procuring Agency: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]
Pending	0 0	ion, in accordance with Section III, Qualification Criteria and R ance with Section III, Qualification Criteria and Requirements.	1

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), <del>US\$</del> PKR Equivalent
			(exchange rate)

[insert	[insert amount]	Contract Identification: [indicate complete	[insert amount]
year]		contract name, number, and any other identification]	
		Name of Procuring Agency: [insert full name]	
		Address of Procuring Agency: [insert	
		street/city/country]	
		Matter in dispute: [indicate main issues in dispute]	
		Party who initiated the dispute: [indicate	
		"Procuring Agency" or "Supplier"]	
		Status of dispute: [Indicate if it is being treated by	
		the Adjudicator, under Arbitration or being dealt	
		with by the Judiciary]	
	d Requirements, Sub-F	urt/arbitral award decisions in accordance with Section II Factor 2.4.	
Criteria and	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4	Factor 2.4. arbitral award decisions in accordance with Section III, Qu 4 as indicated below.	
Criteria and Cor and Requir Year of	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 <b>Outcome as</b>	Factor 2.4. arbitral award decisions in accordance with Section III, Qu	ualification Criteria
Criteria and Cor and Requir	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4	Factor 2.4. arbitral award decisions in accordance with Section III, Qu 4 as indicated below.	alification Criteria
Criteria and Cor and Requir Year of	d Requirements, Sub-F nsistent history of court/a ements, Sub-Factor 2.4 Outcome as percentage of Net	Factor 2.4. arbitral award decisions in accordance with Section III, Qu 4 as indicated below.	Total Contract Amount (currency), PKR Equivalent
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a ements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4. arbitral award decisions in accordance with Section III, Qu 4 as indicated below. Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4.         arbitral award decisions in accordance with Section III, Qu         4 as indicated below.         Contract Identification         Contract Identification         Contract Identification         Contract Identification         Contract Identification         [indicate complete contract name, number, and any other identification]	Total Contract Amount (currency), PKR Equivalent (exchange rate)
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4. arbitral award decisions in accordance with Section III, Qu 4 as indicated below. Contract Identification Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency:	Total Contract Amount (currency), PKR Equivalent (exchange rate)
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4.         arbitral award decisions in accordance with Section III, Qu         4 as indicated below.         Contract Identification         Contract Identification         Contract Identification         Contract Identification         Contract Identification         [indicate complete contract name, number, and any other identification]         Name of Procuring Agency:         [insert full name]	Total Contract Amount (currency), PKR Equivalent (exchange rate)
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4.         arbitral award decisions in accordance with Section III, Qu         4 as indicated below.         Contract Identification         Contract Identification         Contract Identification         Contract Identification         Contract Identification         Contract Identification         Indicate complete contract name, number, and any other identification]         Name of Procuring Agency:         [insert full name]       Address of Procuring Agency:	Total Contract Amount (currency), PKR Equivalent (exchange rate)
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4.         arbitral award decisions in accordance with Section III, Qu         4 as indicated below.         Contract Identification         Name of Procuring Agency:         [insert full name]       Address of Procuring Agency:         [insert street/city/country]       [insert street/city/country]	Total Contract Amount (currency), PKR Equivalent (exchange rate)
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4.         arbitral award decisions in accordance with Section III, Qu         4 as indicated below.         Contract Identification         Name of Procuring Agency:         [insert full name]       Address of Procuring Agency:         [insert street/city/country]       Matter in dispute:	Total Contract Amount (currency), PKR Equivalent (exchange rate)
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4.         arbitral award decisions in accordance with Section III, Quest as indicated below.         Contract Identification         Contract Identification:         [indicate complete contract name, number, and any other identification]         Name of Procuring Agency:         [insert full name]         Address of Procuring Agency:         [insert street/city/country]         Matter in dispute:         [indicate main issues in dispute]	Total Contract Amount (currency), PKR Equivalent (exchange rate)
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4.         arbitral award decisions in accordance with Section III, Quest as indicated below.         Contract Identification         Contract Identification         Contract Identification:         [indicate complete contract name, number, and any other identification]         Name of Procuring Agency:         [insert full name]         Address of Procuring Agency:         [insert street/city/country]         Matter in dispute:         [indicate main issues in dispute]         Party who initiated the dispute:	Total Contract Amount (currency), PKR Equivalent (exchange rate)
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4.         arbitral award decisions in accordance with Section III, Qu         4 as indicated below.         Contract Identification         Contract Identification         Contract Identification         Contract Identification         Contract Identification         Contract Identification:         [indicate complete contract name, number, and any other identification]         Name of Procuring Agency:         [insert full name]         Address of Procuring Agency:         [insert street/city/country]         Matter in dispute:         [indicate main issues in dispute]         Party who initiated the dispute:         [indicate "Procuring Agency" or "Supplier"]	Total Contract Amount (currency), PKR Equivalent (exchange rate)
Criteria and Cor and Requir Year of award	d Requirements, Sub-F nsistent history of court/a rements, Sub-Factor 2.4 Outcome as percentage of Net Worth	Factor 2.4.         arbitral award decisions in accordance with Section III, Quest as indicated below.         Contract Identification         Contract Identification         Contract Identification:         [indicate complete contract name, number, and any other identification]         Name of Procuring Agency:         [insert full name]         Address of Procuring Agency:         [insert street/city/country]         Matter in dispute:         [indicate main issues in dispute]         Party who initiated the dispute:	Total Contract Amount (currency), PKR Equivalent (exchange rate)

## **Section V - Eligible Countries** Eligibility for the Provision of Goods and Related Services

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

Under ITA 5.1 (a):

- 1- India
- 2- Israel

Under ITA 5.1 (b):

[list the countries or state "none"]

## **Section VI – Scope of Supply**

Provision of Stationery Items, Other Store and Miscellaneous Items, Computer Stationery/Thermal Printer Rolls,

## **Section VII – Schedule of Requirements**

(following tentative Quantity is for the current financial year, same/similar items will be procured in next financial year subject to availability and release of budget in next financial year.)

1	2	3	4		
Sr.	Items/ Description	Specifications	Tentative Qty		
	Items required to be purchased out of budget head A03970-Others				
1	Wash Room Brush	•Fine quality	30		
2	Plastic tub Small	•Fine quality	25		
3	Plastic Bucket	•Fine quality	30		
4	National Flag	●Genuine Pakistan green color ●High quality thick Army cloth ●Pure Pakistan green and white thick fabric used long lasting ●Size 4x6 (large size)	14		
5	NHMP Flag	<ul> <li>Size 4x6 fine quality as per sample of NHMP</li> </ul>	14		
6	Duster Cloth	•Fine quality	300		
7	Apron	<ul> <li>Size 24"x36" •water proof standard clothing</li> </ul>	15		
8	LED Bulb	<ul> <li>24 watt Philips or equivalent</li> </ul>	300		
9	Surf	<ul> <li>01 kg packing surf, excel or equivalent</li> </ul>	300		
10	Mosquito spray	<ul> <li>Standard size, Mortein or equivalent</li> </ul>	150		
11	Anti-Mosquito Liquid Machine with refill	<ul> <li>Standard size, Mortein or equivalent</li> </ul>	15		
12	Dust Bin medium	<ul> <li>Fine quality with cover</li> <li>Size 8 ltr</li> </ul>	30		
13	Acid	●500 ml best quality	200		
14	Bansi Jarro	•Fine Quality (per kg)	20		
15	wiper	Large size fine quality with steel handle	40		
16	Tissue Box	<ul> <li>200 sheets with 2 Ply Rose Patel or equivalent</li> </ul>	300		
17	phenyl	•3 liters, Johnson or equivalent	300		
18	Air Freshener	Fine Quality	200		
19	Tissue Roll	Rose Patel or equivalent	220		
20	Table Cloth	Navy Blue as per sample of NHMP	07		
21	Office Table Stationery Set	Pack Of - 9 Pcs Of Marble Table Set	07		
22	Tea Set	Made with ceramics, 24 pieces	07		
23	Thermos	High Quality Thermos Flask, Good Quality of Glass and Body, Capacity 1.9L	10		
24	Tea Cups for Mess	Glass made, good quality	150		
25	Water Set for Office	Glass made, good quality	24		
26	Gross Cutter Machine	Grass Cutter Machine 4 Stroke, Gasoline Brush Cutter, Petrol Grass Trimmer, Petrol Grass Cutting Machine, Petrol Weed Trimmer	2		
27	Serving rice dish	Melamine as per sample	14		
28	Serving plates	Melamine as per sample	200		

29	File Tray	Fine quality (3 Story)	10
30	Key Board	Dell	20
31	Mouse	Dell	20
32	Iron automatic	National 1000 watts	5
33	External Hard drive	2TB, Fine quality	4
34	Extension Wire with lead	50 Ft, Fine quality	20
35	China Fitting Button	Fine quality	36
36	Dimmer Fan	Fine quality	12
37	Power Plug	Fine quality	10
38	Broom		35
39	Any other similar item demanded by the beats/offices on need basis		
	Items required to be	purchased out of budget head A03942-Cost of Othe	er
1	Torch (Rechargeable)	Geepas, DP or equivalent     Model:GFL3801 or     equivalent	40
2	Police stop racket	● Fiber glass ● Both side written stop and police words ● with diamond grade 3M tape.	30
3	Water cooler	<ul><li>15-20 litters capacity</li><li>Plastic body with round big body cap.</li></ul>	40
4	Wall clock	<ul> <li>With NHMP Logo</li> <li>Wall clock having best quality</li> <li>Noise proof machine</li> </ul>	25
5	Umbrella	<ul> <li>Large size 54" fine quality</li> <li>J type soft grip handle</li> <li>canopy design</li> <li>black color</li> </ul>	50
6	Baton Rod	<ul> <li>21" Signal Traffic Safety Baton</li> <li>LED lights with flashing mode</li> <li>With 02 C- size batteries</li> </ul>	40
7	Tyre Tread Gauge	<ul> <li>Manually operated          <ul> <li>Stainless steel China made,</li> <li>As per sample of NHMP</li> </ul> </li> </ul>	25
8	Tyre Pressure Gauge	China made      Digital, As per sample	25
9	Iron	<ul> <li>Heavy duty Iron •Capacity to Press curtains, coats, uniforms, •Material Metal •Durable</li> <li>5 meter Long wire</li> </ul>	10
10	Water storage tank	Aqua Flex plastic triple layer, capacity 2000 ltr or equivalent	08
11	Soap, 145g	Lux, Capri or equivalent	100
12	Pochara	As per sample of NHMP	100
13	Battery for UPS		4
14	Any other similar item demanded by the beats/offices on need basis		

#### Items required to be purchased out of budget head A03901-Stationary

	_		
1	Paper	A4 80 gm, Rim, BLC or equivalent	400
2	Paper	A4 70 gm, Rim, BLC or equivalent	100
3	Calculator	Nos., 9300 Citizen or equivalent	10
4	Binding tape	Nos., size 2"	50
5	Masking Tape	Nos., size 2"	50
6	Scotch tape	Nos., size 2"	150
7	Gum Stick	Nos., medium size, UHU or equivalent	100
8	Stapler Machine	Nos., medium, Opal or equivalent	20
9	Common Pin	box, butterfly or equivalent	05
10	Stapler Pin	box, medium, dollar, 24/6	70
11	Stapler Pin	box, large, dollar, 24/12	10
12	Thumb pin	box, , butterfly or equivalent	10
13	Pin Remover	Nos. Opal or equivalent	20
14	Pin Cushion	Nos., 3 star or equivalent	10
15	Lead Pencil	pkt, HB, Gold Fish or equivalent	84
16	Highlighter	Pkt., Pelikan or equivalent	50
17	Ball point blue	pkt, PIANO or equivalent	200
18	Ball point black	pkt, PIANO or equivalent	05
19	Uniball Gel Pen	pkt, , Blue, Signo or equivalent	15
20	Marker permanent	pkt, dollar or equivalent	10
21	Envelop khaki	Nos., size small 9 x 4	2000
22	Envelop khaki	Nos., size large 11 x 5	2000
23	Envelop khaki	Nos., size legal	1500
24	Eraser	Nos., Pelikan or equivalent	50
25	Sharpner	Nos., Bahadur or equivalent	50
20	•	Nos. Deli 2 Hole Punch Machine	40
26	Punch Double Hole	35 Sheets * Punching Capacity	15
27	Punch single Hole	Nos. Deli or equivalent	10
28	Plain Register	Nos., 80 No., as per sample	30
29	Stamp pad blue	Nos., Cristal, medium	50
30	Stamp pad black/red	Nos., Cristal, medium	10
31	Tag	bunch, size large 12"	100
32	Тад	bunch, size medium 6"	100
33	File Board	Nos. as per sample	100
34	Steel scale	Nos.as per sample	25
35	Scissor	Nos. as per sample	15
36	Sticky note	Nos., size 3 X 3	100
37	Paper weight	Nos., marble	10
38	paper clip	box, 30 mm, good quality	30
39	Paper Cutter	Nos. as per sample	20
40	Blue File Box	Nos. as per sample	150

41	Any other similar item demanded by the beats/offices on need basis		
	items required to be	purchased out of budget head A03955-Other Store	25
1	Thermal Printer Rolls	48 GSM / 18 mtr Roll inner cone <sup>1</sup> / <sub>2</sub> Inches width 2.25 mm	40000
2		53A	03
3		26A	10
4		76A	05
5	Toner for Printer	49A	06
6		80A	03
7		05A	10
8		83A	03
9	Toner for Photocopier	Ricoh 3350/3351/MB2001	15
10	Any other similar item demanded by the beats/offices on need basis		

#### 1. Scope of Supply

Provision of Stationery Items, Other Store and Miscellaneous Items, Computer Stationery/Thermal Printer Rolls

# **1. Delivery Schedule**

Sr#	Scope of Supply	Delivery
01	Stationery Items	15 days
02	Other Store	15 days
03	Miscellaneous Items	15 days
04	Computer Stationery/Thermal Printer Rolls	15 days
05	Stationery Items	15 days

# **PART 3 – Framework Agreement**

# Framework Agreement

This Framework Agreement NO.NHMP,N-5,Central-I, Lahore/2024-25/01 is made for the supply of Procurement of Goods/services through Open Framework Agreements for DIG Office N-5 Central and Sector N-5,Cental-I, Lahore.

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

between

the Procuring Agency(s) NHMP, Sector N-5, Central-I, Lahore, Ministry of Communication.

**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

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

[Select one of the three options below]

[OPTION 1: for Single User Framework Agreement]

"For and on behalf of the Procuring Agency:"

Signed: [insert signature]
Full name: [name of person signing]
Agency: [insert the name of agency]
In the capacity of: [insert title or other appropriate designation]
In the presence of [insert identification of official witness]

#### For and on behalf of the Supplier:

Signed: [insert signature of authorized representative(s) of the Supplier]Full name: [name of person signing]In the capacity of: [insert title or other appropriate designation]In the presence of [insert identification official of witness]

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

[the following text <u>must not</u> 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.
	1)	"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.

	<ul> <li>n) "Single-User Framework Agreement" means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.</li> <li>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.</li> <li>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.</li> </ul>
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 <b>FA Specific Provisions</b> .
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:
	<ul> <li>a) of the quality, type and as otherwise specified in the Framework</li> <li>Agreement, Schedule 1: Schedule of Requirements,</li> </ul>
	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 <b>FA Specific Provisions</b> , 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 <b>FA Specific Provisions</b> . 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 <b>Specific Provisions.</b> 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	<b>5.1</b> This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the <b>FA Specific Provisions.</b>
	5.2 Where permitted in the <b>FA Specific Provisions,</b> the Term may be extended (subject to the condition that the total duration of the framework agreement 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 <b>FA Specific Provisions</b> . Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to

	make decisions on the day to day operation of the Framework Agreement.
7 Polo of Programmer	
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 <b>FA Specific Provisions</b> .
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	<ul> <li>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.</li> <li>10.2 The Supplier shall bear all costs of translation to the governing language</li> </ul>
11. Notices	<ul> <li>and all risks of the accuracy of such translation.</li> <li>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</li> </ul>
	<b>Provisions</b> . 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 <b>FA Specific Provisions</b> , 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	17.1 The Procuring Agency, without prejudice to any other remedy for breach of
the Framework	the Framework Agreement, may terminate this Framework Agreement
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	18.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-
expiry or termination	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	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
Framework	communicate and cooperate with each other with a view to amicably
Agreement	

	resolving the dispute.
	19.2 Where parties have exhausted the process described in <b>FAGP 19.1</b> , 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	20.1 The Procuring Agency and the Supplier for a Call-off Contract shall make
in relation to Call- off Contracts	every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with
on contracts	the Contract.
	<b>20.2</b> 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 <b>FA Specific Provisions</b> .
	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.

### **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.

Framework Agreement General Provision	Description
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of provision of Stationery Items, Other Store and Miscellaneous Items, Computer Stationery/Thermal Printer Rolls. The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 , (m) & (s)	This is a Multi-User Framework Agreement.
Single/Multi-User	
Insert Multi user definition in FAGP	
FAGP 1.1 (J)	The Procuring Agency's Country is: Pakistan
Procuring Agency' Country	
FAGP 2.2	This Framework Agreement comprises the following documents:
Framework Agreement	a. Framework Agreement, including all Sections and Schedules,
Documents	b. Notice of Conclusion of a Framework Agreement, and
	c. Letter of Bid (from Primary Procurement process)
FAGP 4.	At the present time, firms, goods and services from the following countries
Eligibility	are excluded from this Framework Agreement as being ineligible.
	1- India
	2- Israel
FAGP 5.1	The Term of this Framework Agreement is 03 years from the
Term	Commencement Date.( for the financial 2023-2024, 2024-2025 and 2025-2026)
FAGP 5.2	the total duration of the framework agreement is 03 years.
Term extension(s)	
FAGP 6.1         Procuring Agency's Representatives	
Representatives	Selection one of the following OPTIONS
	OPTION 1: for a Single-User Framework Agreement use the following text]
	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: Secretary Purchase Committees of the N-5, Central-I, Lahore
	Address: 510-D Izmir Town Near LGS School Lahore
	Mobile: 0321-7826181
	E-mail: storelhqc1@gmail.com
FAGP 6.1	Supplier's Representatives
Representatives	
	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:
	Title/position:
	Address:
	Phone:
	Mobile:
	E-mail:
FAGP 8.1 Contract Price	The Contract Price that will apply to the purchase of Goods under a Call-off Contract shall be the successful competitive quotation subject to the provisions below. ( <b>Mini-competition</b> )
	and any additional price for inland transportation and other services not included in the Base Price required in the Procuring Agency's Country to convey the Goods to their final destination specified in RFQ.
FAGP 3.1 & 8.1 Contract Price	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 then such Delivery Period and 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.
FAGP 10.1	The language of this Framework Agreement, and any Call-off Contract is
Language	English
FAGP 20.2	( E procurement contract clause should be included)
Dispute Resolution in relation to Call-off Contract.	<ul><li>The rules of procedure for arbitration proceedings shall be as follows:</li><li>"Any dispute, controversy or claim arising out of or relating to this</li><li><i>For Contracts with a national Supplier of the Procuring Agency's Country:</i></li></ul>

"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."
The place of arbitration will be <i>Lahore</i>

## **SCHEDULE 1: Schedule of Requirements**

(Following tentative Quantity is for the current financial year, same/similar items will be procured in next financial year subject to availability and release of budget in next financial year. Quantity of items for this financial year may also be increased/decreased subject to the availability and release of budget))

1	2	3	4
Sr.	Items/ Description	Specifications	Tentative Quantity
	Items required to	be purchased out of budget head A03970-Others	
1	Wash Room Brush	•Fine quality	30
2	Plastic tub Small	• Fine quality	25
3	Plastic Bucket	•Fine quality	30
4	National Flag	●Genuine Pakistan green color ●High quality thick Army cloth ●Pure Pakistan green and white thick fabric used long lasting ●Size 4x6 (large size)	14
5	NHMP Flag	• Size 4x6 fine quality as per sample of NHMP	14
6	Duster Cloth	• Fine quality	300
7	Apron	<ul> <li>Size 24"x36" •water proof standard clothing</li> </ul>	15
8	LED Bulb (bulb holders as per requirement )	<ul> <li>24 watt Philips or equivalent</li> </ul>	300
9	Surf	<ul> <li>01 kg packing surf, excel or equivalent</li> </ul>	300
10	Mosquito spray	• Standard size, Mortein 375 ml or equivalent	150
11	Anti Mosquito Liquid Machine with refill	<ul> <li>Standard size, Mortein or equivalent</li> </ul>	15
12	Dust Bin medium	•Fine quality with cover • Size 8 ltr	30
13	Acid	●500 ml best quality	200
14	Bansi Jarro	<ul> <li>Fine Quality (per kg)</li> </ul>	20
15	Wiper	Large size fine quality	40
16	Tissue Box	<ul> <li>200 sheets with 2 Ply Rose Patel or equivalent</li> </ul>	300
17	Phenyl	•3 liters, Johnson or equivalent	300
18	Air Freshener	•Fine Quality	200
19	Tissue Roll	Rose Patel or equivalent	220
20	Table Cloth	Navy Blue as per sample of NHMP	07
21	Office Table Stationery Set	Pack Of - 9 Pcs Of Marble Table Set	07
22	Tea Set	Made with ceramics, 24 pieces	07
23	Thermos	High Quality Thermos Flask, Good Quality of Glass and Body, Capacity 1.9L	10
24	Tea Cups for Mess	Glass made, good quality	150
25	Water Set for Office	Glass made, good quality	24
26	Gross Cutter	As per NHMP sample	2
27	Serving rice dish	Melamine as per sample	14
28	Serving plates	Melamine as per sample	200

29	File Tray	Fine quality (3 Story)	10
30	Key Board	Dell or equivalent	20
31	Mouse	Dell or equivalent	20
32	Iron automatic	1000 watts	05
33	External Hard drive	2TB, Fine quality	04
34	Extension Wire with lead	50 Ft, Fine quality	20
35	China Fitting Button	Fine quality	36
36	Dimmer Fan	Fine quality	12
37	Power Plug	Fine quality	10
38	Broom		35
39	Any other similar item demanded by the beats/offices on need basis		
	Items required to be	purchased out of budget head A03942-Cost of Othe	er
1	Torch (Rechargeable)	Geepas, DP or equivalent     Model:GFL3801 or     equivalent	40
2	Police stop racket	•Fiber glass •Both side written stop and police words •with diamond grade 3M tape.	30
3	Water cooler	<ul><li>15-20 litters capacity</li><li>Plastic body with round big body cap.</li></ul>	40
4	Wall clock	<ul> <li>With NHMP Logo</li> <li>Wall clock having best quality</li> <li>Noise proof machine</li> </ul>	25
5	Umbrella	<ul> <li>Large size 54" fine quality</li> <li>J type soft grip handle</li> <li>canopy design</li> <li>black color</li> </ul>	50
6	Baton Rod	<ul> <li>21" Signal Traffic Safety Baton</li> <li>LED lights with flashing mode</li> <li>With 02 C- size batteries</li> </ul>	40
7	Tyre Tread Gauge	<ul> <li>Manually operated          <ul> <li>Stainless steel China made,</li> <li>As per sample of NHMP</li> </ul> </li> </ul>	25
8	Tyre Pressure Gauge	China made      Digital, As per sample	25
9	Iron	<ul> <li>Heavy duty Iron •Capacity to Press curtains, coats, uniforms, •Material Metal •Durable</li> <li>5 meter Long wire</li> </ul>	10
10	Water storage tank	Aqua Flex plastic triple layer, capacity 2000 ltr or equivalent	8
11	Soap, 145g	Lux, Capri or equivalent	100
12	Pochara	As per sample of NHMP	100
13	Battery for UPS	As per requirement	4
14	Any other similar item demanded by the beats/offices on need basis		

#### Items required to be purchased out of budget head A03901-Stationary

4	Dener		400
1	Paper	A4 80 gm, Rim, BLC or equivalent	400
2	Paper	A4 70 gm, Rim, BLC or equivalent	100
3	Calculator	Nos., 9300 Citizen or equivalent	10
4	Binding tape	Nos., size 2"	50
5	Masking Tape	Nos., size 2"	50
6	Scotch tape	Nos., size 2"	150
7	Gum Stick	Nos., medium size, UHU or equivalent	100
8	Stapler Machine	Nos., medium, Opal or equivalent	20
9	Common Pin	box, butterfly or equivalent	05
10	Stapler Pin	box, medium, dollar, 24/6	70
11	Stapler Pin	box, large, dollar, 24/12	10
12	Thumb pin	box, , butterfly or equivalent	10
13	Pin Remover	Nos. Opal or equivalent	20
14	Pin Cushion	Nos., 3 star or equivalent	10
15	Lead Pencil	pkt, HB, Gold Fish or equivalent	84
16	Highlighter	Pkt., Pelikan or equivalent	50
17	Ball point blue	pkt, PIANO or equivalent	200
18	Ball point black	pkt, PIANO or equivalent	05
19	Uniball Gel Pen	pkt, , Blue, Signo or equivalent	15
20	Marker permanent	pkt, dollar or equivalent	10
21	Envelop khaki	Nos., size small 9 x 4	2000
22	Envelop khaki	Nos., size large 11 x 5	2000
23	Envelop khaki	Nos., size legal	1500
24	Eraser	Nos., Pelikan or equivalent	50
25	Sharpner	Nos., Bahadur or equivalent	50
26	Punch Double Hole	Nos. Deli 2 Hole Punch Machine 35 Sheets * Punching Capacity	15
27	Punch single Hole	Nos. Deli or equivalent	10
27		Nos., 80 No., as per sample	30
20	Stamp pad blue	Nos., Cristal, medium	50
30	Stamp pad red	Nos., Cristal, medium	10
31	File Tag	bunch, size large 12"	100
32	File Tag	bunch, size medium 6"	100
33	File Board	Nos. as per sample	100
33	Steel scale	Nos.as per sample	25
35	Scissor	Nos. as per sample	15
36	Sticky note	Nos., size 3 X 3	100
30	Paper weight	Nos., marble	100
37		-	30
30 39	paper clip Paper Cuttor	box, 30 mm, good quality	20
	Paper Cutter Blue File Box	Nos. as per sample	150
40		Nos. as per sample	150

41	Any other similar item demanded by the beats/offices on need basis		
	Items required to be	purchased out of budget head A03955-Other Store	es
1	Thermal Printer Rolls	48GSM / 18 mtr, Roll Inner cone ½ Inch Width 2.25mm	40000
2		53A	03
3		26A	10
4		76A	05
5	Toner for Printer	49A	06
6		80A	03
7		05A	10
8		83A	03
9	Toner for Photocopier	Ricoh 3350/3351/MB2001	15
10	Any other similar item demanded by the beats/offices on need basis		

#### 2. Delivery Schedule

Sr#	Scope of Supply	Delivery
01	Stationery Items	15 days
02	Other Store	15 days
03	Miscellaneous Items	15 days
04	Computer Stationery/Thermal Printer Rolls	15 days

#### 3.- Inspections and Tests

In case of lab test if any, test will be carried out from any approved lab (OGRA, PCSIR or other) and lab test charges will be borne by the firm/supplier.

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

### Call-off Contract General Conditions of Contract (GCC)

#### Preamble

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

1. Definitions	a) The following words and expressions shall have the meanings hereby
	assigned to them:
	b) "Contract" means a Call-off Contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of
	Goods, and any Related Services. The parties are the Procuring Agency and Supplier.
	c) "Contract Documents" means the documents listed in the Call-off Contract, including any amendments thereto.
	<ul> <li>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.</li> </ul>
	e) "Day" means calendar day.
	<ul> <li>f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> </ul>
	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 Dreevening According the Constract
	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.
	<ul> <li>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.</li> </ul>
	k) "SCC" means the Special Conditions of Contract as set out in an individual Call-off Contract.
	<ul> <li>1) "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.</li> </ul>
	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 <u>Incoterms</u>
	a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC.
	b) The terms EXW, CIP, FCA, CFR, CIF, FOB and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International

		Chamber of Commerce in Paris, France.
	.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	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.
	.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.
	.6	<u>Severability</u>
		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	.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 <b>FA Specific Provisions</b> . 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.
	.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	.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	.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the <b>SCC.</b> The term "in writing" means communicated in written form with proof of receipt.
	.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law	9.1 The Contract shall be governed by and interpreted in accordance with the laws specified in the <b>FA Specific Provision.</b>
10. SettlementofDisputes	0.1 Settlement of Disputes for Call-off Contracts shall be as specified in the SCC.
11. Inspections and Audit	11.1The 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.
	<ul> <li>11.2Pursuant 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.</li> <li>11.3The 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 .</li> </ul>

12. Scope of Supply	12.1 The Goods and Related Services to be supplied shall be as
	specified in the Call-off Contract.
13. <b>Delivery</b> and	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and
Documents	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.
	the supplier are specified in the SCC.
14. Supplier's	14.1 The Supplier shall supply all the Goods and Related Services included
Responsibilities	in the scope of supply in accordance with GCC Clause 12, and the
	delivery and completion dates or schedule, as per GCC Clause 13.
15. Contract Price	15.1 Prices charged by the Supplier for the Goods supplied and the Related
	Services performed under the Contract shall be in accordance with the
	-
	provisions of the Framework Agreement, Schedule 2, after the application
	of any price adjustments authorized in the SCC, with the exception of a
	price obtained through competitive quotations (mini-competition) at the
	Secondary Procurement selection stage.
16. Terms of Payment	16.1The Contract Price, including any Advance Payments, if applicable, shall
	be paid as specified in the SCC.
	16.2The Supplier's request for payment shall be made to the Procuring Agency
	in writing, accompanied by invoices describing, as appropriate, the Goods
	delivered and Related Services performed, and by the documents
	submitted pursuant to GCC Clause 13 and upon fulfillment of all other
	obligations stipulated in the Contract.
	16.3Payments shall be made promptly by the Procuring Agency, but in no case
	later than thirty (30) days after submission of an invoice or request for
	payment by the Supplier, and after the Procuring Agency has accepted it.
	16.4The currencies in which payments shall be made to the Supplier under this
	Contract shall be those in which the Bid price is expressed.
	16.5In the event that the Procuring Agency fails to pay the Supplier any
	payment by its due date or within the period set forth in the SCC, the

	Procuring Agency shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
17. Taxes and Duties	17.1For Goods manufactured outside the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Procuring Agency's Country.
	17.2For Goods Manufactured within the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
	17.3If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Agency's Country, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
18. Performance Guarantee	<ul><li>18.1If 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.</li></ul>
	18.2The proceeds of the Performance Security (or guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	18.3As specified in the SCC, the Performance Security (or guarantee, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Agency; and shall be in one of the format stipulated by the Procuring Agency in the SCC, or in another format acceptable to the Procuring Agency.
	18.4The 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.
	specified otherwise in the see.
19. Copyright	19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Agency directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
20. Confidential Information	<ul> <li>20.1The 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.</li> <li>20.2The 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 of a party under GCC Sub-Clauses 20.1 and GCC Sub-Clauses 20.2 above, however, shall not apply to information that:</li> <li>20.4 now or hereafter enters the public domain through no fault of that party; 20.5can 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</li> </ul>

	20.7The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to
	the date of the Contract in respect of the Supply or any part thereof.
	20.8The provisions of GCC Clause 20 shall survive completion or termination,
	for whatever reason, of the Contract.
21. Subcontracting	21.1The Supplier shall notify the Procuring Agency in writing of all
	subcontracts awarded under the Contract if not already specified in the
	Bid. Such notification, in the original Bid or later shall not relieve the
	Supplier from any of its obligations, duties, responsibilities, or liability
	under the Contract.
	21.2Subcontracts shall comply with the provisions of GCC Clause 3 and GCC
	Clause 7.
22. Specifications and Standards	22.1 Technical Specifications and Drawings
	22.2The Goods and Related Services supplied under this Contract shall
	conform to the technical specifications and standards more fully described
	in the Framework Agreement, Schedule 1: Schedule of Requirements, and,
	when no applicable standard is mentioned, the standard shall be equivalent
	or superior to the official standards whose application is appropriate to the
	Goods' country of origin.
	22.3The Supplier shall be entitled to disclaim responsibility for any design,
	data, drawing, specification or other document, or any modification
	thereof provided or designed by or on behalf of the Procuring Agency, by
	giving a notice of such disclaimer to the Procuring Agency.
	22.4Wherever references are made in the Contract to codes and standards in
	accordance with which it shall be executed, the edition or the revised
	version of such codes and standards shall be those specified in the
	Framework Agreement, Schedule 1: Schedule of Requirements. During
	Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Agency and shall be treated
	in accordance with GCC Clause 33.

23. Packing and	23.1The Supplier shall provide such packing of the Goods as is required to
Documents	
	prevent their damage or deterioration during transit to their final
	destination, as indicated in the Contract. During transit, the packing shall
	be sufficient to withstand, without limitation, rough handling and exposure
	to extreme temperatures, salt and precipitation, and open storage. Packing
	case size and weights shall take into consideration, where appropriate, the
	remoteness of the Goods' final destination and the absence of heavy
	handling facilities at all points in transit.
	23.2The packing, marking, and documentation within and outside the packages
	shall comply strictly with such special requirements as shall be expressly
	provided for in the Contract, including additional requirements, if any,
	specified in the SCC, and in any other instructions ordered by the
	Procuring Agency.
24. Insurance	24.1 Unless otherwise specified in the SCC, the Goods supplied under the
	Contract shall be fully insured, in a freely convertible currency, from an
	eligible country, against loss or damage incidental to manufacture or
	acquisition, transportation, storage, and delivery, in accordance with the
	applicable Incoterms or in the manner specified in the SCC.
25. Transportation and Incidental	25.1 Unless otherwise specified in the SCC, responsibility for arranging
and Incidental Services	transportation of the Goods shall be in accordance with the specified
	Incoterms.
	25.2The Supplier may be required to provide any or all of the following
	Related Services, including additional Related Services, if any, specified
	in the SCC:
	25.3(a) performance or supervision of on-site assembly and/or start-upof the
	supplied Goods;
	supplied Goods,
	25.4(b)furnishing of tools required for assembly and/or maintenance of the
	supplied Goods;
	supplied Goods; 25.5(c)furnishing of a detailed operations and maintenance manual foreach
	25.5(c) furnishing of a detailed operations and maintenance manual foreach

	supplied Goods, for a period of time agreed by the parties, provided that
	this service shall not relieve the Supplier of any warranty obligations
	under this Contract; and
	25.7(e) training of the Procuring Agency's personnel, at the Supplier's plant
	and/or on-site, in assembly, start-up, operation, maintenance, and/or repair
	of the supplied Goods.
	25.8Prices charged by the Supplier for incidental Related Services, if not
	included in the Contract Price for the Goods, shall be agreed upon in
	advance by the parties and shall not exceed the prevailing rates charged to
	other parties by the Supplier for similar services.
26. Inspections and	26.1The Supplier shall at its own expense and at no cost to the Procuring
Tests	Agency carry out all such tests and/or inspections of the Goods and
	Related Services as are specified in the Framework Agreement, Schedule
	1: Schedule of Requirements, and/or the SCC.
	26.2The inspections and tests may be conducted on the premises of the
	Supplier or its Subcontractor, at point of delivery, and/or at the Goods'
	final destination, or in another place in the Procuring Agency's Country as
	specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on
	the premises of the Supplier or its Subcontractor, all reasonable facilities
	and assistance, including access to drawings and production data, shall be
	furnished to the inspectors at no charge to the Procuring Agency.
	26.3The Procuring Agency or its designated representative shall be entitled to
	attend the tests and/or inspections referred to in GCC Sub-Clause 26.2,
	provided that the Procuring Agency bear all of its own costs and expenses
	incurred in connection with such attendance including, but not limited to,
	all traveling and board and lodging expenses.
	26.4Whenever the Supplier is ready to carry out any such test and inspection,
	it shall give a reasonable advance notice, including the place and time, to
	the Procuring Agency. The Supplier shall obtain from any relevant third
	party or manufacturer any necessary permission or consent to enable the
	Procuring Agency or its designated representative to attend the test and/or
	inspection.

	26.5The Procuring Agency may require the Supplier to carry out any test
	and/or inspection not required by the Contract but deemed necessary to
	verify that the characteristics and performance of the Goods comply with
	the technical specifications codes and standards under the Contract,
	provided that the Supplier's reasonable costs and expenses incurred in the
	carrying out of such test and/or inspection shall be added to the Contract
	Price. Further, if such test and/or inspection impedes the progress of
	manufacturing and/or the Supplier's performance of its other obligations
	under the Contract, due allowance will be made in respect of the Delivery
	Dates and Completion Dates and the other obligations so affected.
	26.6The Supplier shall provide the Procuring Agency with a report of the
	results of any such test and/or inspection.
	26.7The 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.
	Chause 20.11
	26.8The Supplier agrees that neither the execution of a test and/or inspection
	of the Goods or any part thereof, nor the attendance by the Procuring
	Agency or its representative, nor the issue of any report pursuant to GCC
	Sub-Clause 26.6, shall release the Supplier from any warranties or other
	obligations under the Contract.
27. Liquidated	27.1 Except as provided under GCC Clause 32, if the Supplier fails to
Damages	deliver any or all of the Goods by the Date(s) of delivery or perform the
	Related Services within the period specified in the Contract, the Procuring
	Agency may without prejudice to all its other remedies under the Contract,
	deduct from the Contract Price, as liquidated damages, a sum equivalent to
	the percentage specified in the SCC of the delivered price of the delayed
	Goods or unperformed Services for each week or part thereof of delay
	until actual delivery or performance, up to a maximum deduction of the
	percentage specified in those SCC. Once the maximum is reached, the

	Procuring Agency may terminate the Contract pursuant to GCC Clause 35.
28. Warranty	28.1The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
	28.2Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
	28.3Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
	28.4The Procuring Agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Agency shall afford all reasonable opportunity for the Supplier to inspect such defects.
	28.5Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goodsor parts thereof, at no cost to the Procuring Agency.
	28.6If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Agency may proceed totake within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
29. Patent Indemnity	29.1 The Supplier shall, subject to the Procuring Agency's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages,

costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- 29.2the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- 29.3 the sale in any country of the products produced by the Goods.

29.4Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.5If any proceedings are brought or any claim is made against the Procuring Agency arising out of the matters referred to in GCC Sub- Clause 29.1, the Procuring Agency shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.6 If the Supplier fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its own behalf.
- 29.7The Procuring Agency shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.8The Procuring Agency shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and

	expenses, which the Supplier may suffer as a result of any infringement or
	alleged infringement of any patent, utility model, registered design,
	trademark, copyright, or other intellectual property right registered or
	otherwise existing at the date of the Contract arising out of or in
	connection with any design, data, drawing, specification, or other
	documents or materials provided or designed by or on behalf of the
	Procuring Agency.
30. Limitation of Liability	30.1 Except in cases of criminal negligence or willful misconduct,
	30.2the Supplier shall not be liable to the Procuring Agency, whether in
	contract, tort, or otherwise, for any indirect or consequential loss or
	damage, loss of use, loss of production, or loss of profits or interest costs,
	provided that this exclusion shall not apply to any obligation of the
	Supplier to pay liquidated damages to the Procuring Agency; and
	30.3 the aggregate liability of the Supplier to the Procuring Agency, whether
	under the Contract, in tort or otherwise, shall not exceed 10% of the total
	Contract Price , however not less than PKR One million , provided that this
	limitation shall not apply to the cost of repairing or replacing defective
	equipment, or to any obligation of the supplier to indemnify the Procuring
	Agency with respect to patent infringement
31. Change in Laws	31.1 Unless otherwise specified in the Contract, if after the date of 7 (seven)
and Regulations	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
	in the pree adjustment provisions and/or change in Laws and

	Regulations, where applicable, in accordance with the Framework
	Agreement.
32. Force Majeure	32.1The Supplier shall not be liable for forfeiture of its Performance Security,
	liquidated damages, or termination for default if and to the extent that its
	delay in performance or other failure to perform its obligations under the
	Contract is the result of an event of Force Majeure.
	32.2For purposes of this Clause, "Force Majeure" means an event or situation
	beyond the control of the Supplier that is not foreseeable, is unavoidable,
	and its origin is not due to negligence or lack of care on the part of the
	Supplier. Such events may include, but not be limited to, acts of the
	Procuring Agency in its sovereign capacity, wars or revolutions, fires,
	floods, epidemics, quarantine restrictions, and freight embargoes.
	32.3If a Force Majeure situation arises, the Supplier shall promptly notify the
	Procuring Agency in writing of such condition and the cause thereof.
	Unless otherwise directed by the Procuring Agency in writing, the
	Supplier shall continue to perform its obligations under the Contract as far
	as is reasonably practical, and shall seek all reasonable alternative means
	for performance not prevented by the Force Majeure event.
33. Change Orders	33.1The Procuring Agency may at any time order the Supplier through notice
and Contract Amendments	in accordance GCC Clause 8, to make changes within the general scope of
	the Contract in any one or more of the following:
	33.2drawings, designs, or specifications, where Goods to be furnished under
	the Contract are to be specifically manufactured for the Procuring Agency;
	33.3 the method of shipment or packing;
	33.4 the place of delivery; and
	33.5 the Related Services to be provided by the Supplier.
	33.6If 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
	accordingly of amended. They claims by the Supplier for adjustment under

this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Agency's change order.

- 33.7Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.8Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- 33.9the proposed change(s), and a description of the difference to the existing contract requirements;
- 33.10 a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including whole life cycle costs) the Procuring Agency may incur in implementing the value engineering proposal; and
- 33.11 a description of any effect(s) of the change on performance/functionality of the Goods, or any Related Services.
- 33.12 The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:
- 33.13 accelerates the delivery period; or
- 33.14 reduces the Contract Price or the whole life costs to the Procuring Agency; or
- 33.15 improves the quality, efficiency or sustainability of the Goods; or
- 33.16 yields any other benefits to the Procuring Agency,
- 33.17 without compromising the necessary functions of the Goods, or any Related Services.
- 33.18 If the value engineering proposal is approved by the Procuring Agency

	and results in:
	<ul> <li>33.19 a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or</li> <li>33.20 an increase in the Contract Price; but results in a reduction in whole life costs due to any benefit described in GCC Sub-Clause 33.5 (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.</li> <li>33.21 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</li> </ul>
	Function .
34. Extensions of Time	<ul> <li>34.11f at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</li> <li>34.2Except 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</li> </ul>
	damages pursuant to GCC Clause 27, unless an extension of time is agreed
	upon, pursuant to GCC Sub-Clause 34.1.
35. Termination	35.1 Termination for Default
	35.2The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
	35.3if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the

Procuring Agency pursuant to GCC Clause 34;

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

- 35.5if the Supplier, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as set forth in the Appendix to these GCC, in competing for or in executing the Contract.
- 35.6In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 35.1(a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Agency for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 35.7 Termination for Insolvency.
- 35.8The Procuring Agency may at any time terminate the Contract bygiving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Agency
- 35.9 Termination for Convenience.
- 35.10 The Procuring Agency, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 35.11 The Goods that are complete and ready for shipment within twentyeight (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:

	<ul> <li>35.12 to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>35.13 to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</li> </ul>
36. Assignment	36.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
37. Export Restriction	37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Agency, to the country of the Procuring Agency, or to the use of the products/goods, systems or Related Services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Agency that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Agency's convenience pursuant to GCC Sub-Clause 35.3.

# **Procurement Forms**

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### Request for Quotation under a Framework Agreement (method: mini-competition)

From:	NHMP Sector N-5, Central-I, Lahore		
Procuring Agency's Representative:	Secretary Purchase Committee		
Title/Position:[Insert Representatives title or position]			
Address:	510-D Izmir Town Near LGS School Lahore.		
Telephone:	Ph#042-399333913		
Email:	storelhqc1@gmail,.com		

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

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

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

#### 4. Clarifications

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

#### 5. Submission of Quotations

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

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

Street Address: [insert street address and number]

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

City: [insert name of city or town]

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

Country: [insert name of country]

#### 6. Opening of Quotations

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

#### 7. Evaluation of Quotations

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

#### 8. Contract

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

On behalf of the Procuring Agency:

Signature:	-
Name:	_
Title/position:	_

# **RFQ ANNEX 1: Procuring Agency's Requirements**

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

### List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, CFR, FOB, EXW etc.)	Delivery Period from Date of formation of Call-off contract
	Items required to be	e purchased	d out of budget	t head A0397	0-Others		
1	Wash Room Brush, Fine quality	101					
2	Plastic tub Small, Fine quality	40					
3	Plastic Bucket, Fine quality	41					
4	Plastic Mug, Fine quality	43					
5	National Flag, •Genuine Pakistan green color •High quality thick Army cloth •Pure Pakistan green and white thick fabric used long lasting •Size 4x6 (large size)	14					
6	NHMP Flag, Size 4x6 fine quality as per sample of NHMP	14					
7	Duster Cloth, Fine quality	312					
8	Apron, •Size 24"x36" •water proof standard clothing	39					
9	LED Bulb, •24 watt Philips or equivalent	514					
10	Surf, •01 kg packing surf, excel or equivalent	310					

11	Mosquito spray, •Standard size, Mortein or equivalent	145			
12	Anti Mosquito Liquid Machine with refill, • Standard size, Mortein or equivalent	45			
13	Dust Bin medium, •Fine quality with cover	103			
14	Acid, ●500 ml best quality	670			
15	Bansi Jarro, Fine quality(per kg),	55			
16	wiper, ●Large size fine quality with steel handle	96			
17	Tissue Box, ● 200 sheets with 2 Ply Rose Patel or equivalent	394			
18	phenyl, •3 liters, Johnson or equivalent	295			
19	Air Freshener, Fine Quality	319			
20	Tissue Roll, •Rose Patel or equivalent	220			
21	Table Cloth , Navy Blue as per sample of NHMP	46			
22	Office Table Stationery Set, Pack Of - 9 Pcs Of Marble Table Set	17			
23	Tea Set , Made with ceramics, 24 pieces	12			
24	Thermos, High Quality Thermos Flask, Good Quality of Glass and Body, Capacity 1.9L	13			
25	Tea Cups for Mess, Glass made, good quality	144			
26	Water Set for Office, Glass made, good quality	23			
27	Gross Cutter Machine, Grass Cutter Machine 4 Stroke, Gasoline Brush Cutter, Petrol Grass Trimmer, Petrol Grass Cutting Machine, Petrol Weed Trimmer	2			
28	Serving rice dish, Melamine as per sample	58			

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29	Serving plates, Melamine as per sample	216		1			
30	Non Stick Frying Pan, As per sample	13					
31	01 Notice Board ,As per sample	7					
32	Pedestal Fan, GFC, 36" or equivalent	17					
33	File Tray, Fine quality (3 Story)	23					
34	Key Board, Dell	15					
35	Mouse, Dell	14					
36	Iron automatic, National 1000 watts	1					
37	, 5TB, Fine quality	4					
38	Extension Wire with lead, 50 Ft, Fine quality	16					
39	China Fitting Button, Fine quality	36					
40	Dimmer Fan, Fine quality	12					
41	Socket Shoe, Fine quality	24					
42	Starter, Fine quality	12					
43	Power Plug, Fine quality	20					
44	Broom, Fine quality	75					
45	Any other similar item demanded by the beats/offices on need basis	0					
	Items required to be pu	urchased o	ut of budget h	ead A03942-	Cost of Othe	r	
1	Torch (Rechargeable), ●Geepas, DP or equivalent●Model:GFL3801 or equivalent	40					
2	Police stop racket, •Fiber glass •Both side written stop and police words •with diamond grade 3M tape.	15					
3	Water cooler , •15-20 litters capacity •Plastic body with round big body cap.	40					

4	Wall clock, ●With NHMP Logo ●Wall clock having best quality ●Noise proof machine	51				
5	Umbrella , •Large size 54" fine quality •J type soft grip handle •canopy design • black color	115				
6	Baton Rod, •21" Signal Traffic Safety Baton •LED lights with flashing mode •With 02 C- size batteries	84				
7	Tyre Tread Gauge,  •Manually operated •Stainless steel China made, As per sample of NHMP	34				
8	Tyre Pressure Gauge, ●China made ● Digital, As per sample	21				
9	Iron , •Heavy duty Iron •Capacity to Press curtains, coats, uniforms, •Material Metal •Durable •5 meter Long wire	10				
10	Water storage tank, Aqua Flex plastic triple layer, capacity 2000 ltr or equivalent	8				
11	Soap, 145g , Lux, Capri or equivalent	884				
12	Pochara, As per sample of NHMP	202				
13	Battery for UPS	4				
14	Any other similar item demanded by the beats/offices on need basis	0				
	Items required to be p	ourchased	out of budget	head A03901	-Stationary	
1	Paper, A4 80 gm, Rim, BLC or equivalent	884				

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2	Paper, A4 70 gm, Rim, BLC or equivalent	755	1	1	
3	Calculator, Nos., 9300 Citizen or equivalent	31			
4	Binding tape , Nos., size 2"	124			
5	Masking Tape, Nos., size 2"	86			
6	Scotch tape, Nos., size 2"	170			
7	Gum Stick, Nos., medium size, UHU or equivalent	174			
8	Stapler Machine, Nos., medium, Opal or equivalent	61			
9	Common Pin, box, butterfly or equivalent	33			
10	Stapler Pin, box, medium, dollar, 24/6	71			
11	Stapler Pin, box, large, dollar, 24/12	30			
12	Thumb pin, box, , butterfly or equivalent	88			
13	Pin Remover, Nos. Opal or equivalent	87			
14	Pin Cushion, Nos., 3 star or equivalent	33			
15	Lead Pencil, pkt, HB, Gold Fish or equivalent	94			
16	Highlighter, Pkt., Pelikan or equivalent	39			
17	Ball point blue, pkt, PIANO or equivalent	700			
18	Ball point black, pkt, PIANO or equivalent	49			
19	Uniball Gel Pen, pkt, , Blue, Signo or equivalent	28			
20	Marker permanent, pkt, dollar or equivalent	19			
21	Envelop khaki, Nos., size small 9 x 4	1900			
22	Envelop khaki, Nos., size large 11 x 5	2300			
23	Envelop khaki, Nos., size legal	1700			
24	Eraser, Nos., Pelikan or equivalent	472			
25	Sharpner, Nos., Bahadur or equivalent	398			

26	Punch Double Hole, Nos. Deli 2 Hole Punch Machine 35 Sheets * Punching Capacity	47					
27	Punch single Hole, Nos. Deli or equivalent	33					
28	Plain Register, Nos., 80 No., as per sample	171					
29	Stamp pad blue, Nos., Cristal, medium	123					
30	Stamp pad black, Nos., Cristal, medium	38					
31	Tag, bunch, size large 12"	128					
32	Tag, bunch, size medium 6"	143					
33	File Board, Nos. as per sample	452					
34	Steel scale, Nos.as per sample	72					
35	Scissor, Nos. as per sample	89					
36	Sticky note, Nos., size 3 X 3	169					
37	Paper weight, Nos., marble	56					
38	paper clip, box, 30 mm, good quality	175					
39	Paper Cutter, Nos. as per sample	49					
40	Blue File Box, Nos. as per sample	132					
41	Ball point red , pkt, PIANO or equivalent	17					
42	Any other similar item demanded by the beats/offices on need basis	0					
	Items required to be p	urchased o	ut of budget h	nead A03955	Other Stores	i	
1	Thermal Printer Rolls, Length 12 mtr Width 57.5mm Thickness 0.06~0.08 Roll Diameter 80mm	72016					
2	Toner for Printer, 19A,	3					
3	Toner for Printer, 26A	4					
4	Toner for Printer, 79A	12					

5	Toner for Printer, 283A	4			
6	Toner for Printer, 12A	3			
7	Toner for Printer, 17A,	3			
8	Toner for Printer, 59A	10			
9	Toner for Photocopier	0			
10	Any other similar item demanded by the beats/offices on need basis, the quantity of above mentioned items (Serial No.1-9) may vary as per requirement.	0			

### 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
[insert Service No]	[insert description of Related Services]	[insert quantity of items to be supplied]	[insert physical unit for the items]	[insert name of the Place]	[insert no. of days such as from Delivery Period or receipt of Goods, as appropriate]
	To be provided by the Bidders				

# **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]

То:	[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:

## **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 [insert place of destination]	AS PER applicable INCOTERMS <b>Price</b> <b>per line item</b> (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	Total Price per Line item (Col. 7+8)
[insert number of the item]	[insert name of good]	[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 AS PER applicable INCOTERMS per unit]	[insert total AS PER applicable INCOTERMS price per line item]	destination specified in RFQ [insert the corresponding price per line item]	[insert total price of the line item]
							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. 5×8)	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

4	2	2	4	-			0	0	10
1	2	3	4	5	6	1	8	9	10
Line	Description of Goods	Delivery	Quantity	Unit price	Total EXW	Price per line item for	Cost of local labor,	Sales and other taxes	Total Price per line
Item N°		Period as defined by Incoterms	and physical unit	EXW	price per line item (Col. 4×5)	inland transportation and other services required in the Procuring Agency's Country to convey the Goods to their final destination Invitation for Price Bid	raw materials and components from with origin in the Procuring Agency's Country % of Col. 5	payable per line item if Contract is awarded (in accordance with ITP 43.6(a)(ii)	item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
								Quotation Price	

				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)
[insert number of the item]		[insert name of Services]	[insert country of origin of the Services]	[insert Delivery Period at place of final destination per Service]	[insert number of items to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]

### **Quotation for Related Services: Price Schedule**

**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 enclosed herewith the Call-off Contract. You are requested to sign the Call-off contractwithin [*insert no of days*].

[Insert the following if Performance Security (or guarantee) is required: "You are also requested to furnish a Performance Security (or guarantee) within [insert no of days] in accordance with the Conditions of Call-off Contract, using for that purpose one of the Performance Security (or guarantee) 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):	[insert short title of FA]
FA Date:	[insert FA date]
FA reference number:	[insert FA reference number]
Goods:	[short title for type of Goods]

Procuring Agency:		Supplier:			
[name of Proc [address]	uring Agency]	[name of Supplier] [address]			
	GOODS	5 (GCC 1.	1 i)		
Code	Product name		Quantity	Unit price	Total
[insert code]	[description of Goods]		[number]	[price]	[amount]
Special instruc	ctions/comments:				
			Total		
<b>Required Delivery period as per INCOTERN</b> [See Delivery Periods in the FA]			[ <i>insert peri</i> applicable INCOTER	_	

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

#### **Contract Documents (GCC 2)**

The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

Letter of Award of Call-off Contract

Supplier's Quotation (if applicable)

Addenda No.\_\_\_(if any)

Special Conditions of Call-off Contract

and by reference the following documents:

Framework Agreement,

Section A- Framework Agreement General Provisions,

Section B- Framework Agreement Specific Provisions

Schedule 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]

Schedule 4: Call-off Contract General Conditions of Contract

[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:

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

For and on behalf of the Supplier

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

Attachment

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

# **Special Conditions of Call-off Contract (SCC)**

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

( <b>Project Site/Final</b> <b>Destination</b> ) GCC 1.1(n)	The Project Site(s)/Final Destination(s) is/are: [Insert name(s) and detailed information on the location(s) of the site(s)]
<b>Incoterms</b> GCC 4.2 (b)	The edition of Incoterms that shall apply is [insert date of current edition]
Addresses for notices	For <b>notices</b> , the Procuring Agency's address shall be:
GCC 8.1	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 Code: [insert postal ZIP code, if applicable]
	Country: [insert name of country]
	Telephone: [include telephone number, including country and city codes]
	Facsimile number: [insert facsimile number, including country and city codes]
	Electronic mail address: [insert e-mail address, if applicable] Address for notices to the Supplier:
	insert the name of officer authorized to receive notices]
	[title/position]
	[department/work unit]
	[address] [email address]
Settlement of Disputes	The settlement of disputes for Call-off Contracts shall be in accordance
GCC 10.1	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 [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.].
	The above documents shall be received by the Procuring Agency:
	(i) before arrival of the Goods, if the mode of payment

	is through letter of credit if so specified in <b>GCC Sub-Clause 16.1</b> . 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.		
Contract Price GCC 15.1	The prices charged for the Goods supplied and any related Services performed [ <i>insert</i> "shall" or "shall not," as appropriate] be adjustable.		
	If prices are adjustable, the following method shall be used to calculate the price adjustment [ <i>see attachment to Schedule 2 of the Contract for a</i> <i>sample Price Adjustment Formula</i> ]		
Interest due for late payment	The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be <i>[insert number]</i> days.		
GCC 16.5	The interest rate that shall be applied is [insert number] %		
Performance Security (or Guarantee)	A Performance <b>Security</b> (or Guarantee) [ insert "shall" or "shall not"] be required.		
GCC 18.1	[If a Performance Security (or Guarantee) is required, insert "The amount of the Performance Security (or Guarantee) shall be:" [insert amount]		
	[The amount of the Performance Security (or Guarantee) is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Agency's perceived risk and impact of non- performance by the Supplier. A 10% percentage is used under normal circumstances]		
Form of Performance Security (or Guarantee)	If required, the Performance <b>Security</b> (or Guarantee) shall be in the form of: <i>[insert</i> "a Demand Guarantee" <i>or</i> " a Performance Bond" <i>]</i>		
GCC 18.3	If required, the Performance <b>security</b> ( <b>or</b> Guarantee) shall be denominated in <i>[insert</i> "a freely convertible currency acceptable to the Procuring Agency" or "the currencies of payment of the Contract, in accordance with their portions of the Contract Price"]		
<b>Discharge of Performance</b> <b>Security (or Guarantee)</b> GCC 18.4	Discharge of the Performance <b>Security</b> (or Guarantee) shall take place: [ insert date if different from the one indicated in sub clause GCC Sub- Clause 18.4]		
<b>Packing, marking and documentation</b> GCC 23.2	The packing, marking and documentation within and outside the packages shall be: [insert in detail the type of packing required, the markings in the packing and all documentation required]		
<b>Insurance cover</b> GCC 24.1	The insurance coverage shall be as specified in the Incoterms. $OR$		
	If not in accordance with Incoterms, insurance shall be as follows:		
	[insert specific insurance provisions agreed upon, including coverage, currency and amount]		
<b>Transportation</b> 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: [ <i>insert</i> "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Procuring Agency's Country, defined as the Project Site. Transport to such place of destination in the Procuring Agency's Country, including insurance (if applicable) and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; <i>or any other agreed upon trade terms</i> ( <i>specify the respective responsibilities of the Procuring Agency and the</i> <i>Supplier</i> )]
<b>Inspections and tests</b> GCC 26.1	The inspections and tests shall be: <i>[insert:</i> "as per the Framework Agreement Schedule 1: Schedule of Requirements", or if different or additional state the nature, frequency, procedures for carrying out the inspections and tests]
Site of inspections and tests GCC 26.2	The Inspections and tests shall be conducted at: [ <i>insert name</i> ( <i>s</i> ) of location( <i>s</i> )]
Liquidated damages	The liquidated damage shall be 0.5% per week.
GCC 27.1	The maximum amount of liquidated damages shall be up to 20% on the total value of contract.
Warranty GCC 28.3	The period of validity of the Warranty shall be <i>for the</i> days as offered with the item and accepted by the procuring agency .
	For purposes of the Warranty, the place(s) of final destination(s) shall be:
	[line headquarter of all sectors of MC-1 zone and Zonal office MC-1 Zone ].
	Sample provision
	In partial modification of the GCC provisions, the warranty period shall behours of operation ormonths from date of acceptance of the Goods or () months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
	(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC Sub-Clause 26.7,
	or
	<ul> <li>(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be ().</li> </ul>
<b>Repair/replacement</b> GCC 28.5 GCC 28.6	The period for repair or replacement shall be 15 days.

# 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.	NHMP DIG N-5, Central, Lahore	NHMP Babu Sabu Complex	In-charge Store Mobile:0300-6600300 E-mail: storen5c@gmail.com
2.	NHMP N-5,C-I, Lahore	510-D Izmir Town, Near LGS School Lahore	In-charge Store Mobile:0321-7826181 E-mail:storelhqc1@gmail.com