

Renting out of Cryogenic Tanks
(National Competitive Bidding)



**National Disaster Management Authority,
Islamabad**

February, 2026

Bidding Documents **Renting out of Cryogenic Tanks**

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders **(ITB)**.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the Cryogenic Tanks to be procured and schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts.

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact The successful bidder shall be required to furnish Integrity Pact as per the attached format.

**SECTION - I
INVITATION TO BIDS**

**Government of Pakistan
Prime Minister's Office
National Disaster Management Authority
Tender Notice -
Renting out of Cryogenic Tanks**

Islamabad, the **February, 2026**

1. NDMA invites e-bids from eligible firms/organizations duly registered on e-PADS for renting out of NDMA-owned Cryogenic Tanks for a period of one year extendable for another year with mutual consent of both parties to interested firms, having experience in handling cryogenic / industrial / medical gases or related logistics.
2. The invitation to bids follows the Tender Notice No. TN-19/(2025-26) for the subject **renting-out arrangement** which appeared on the websites of NDMA, e-PADS, PPRA and print media.
3. The bidding shall be conducted in line with the procedure of the Public Procurement Rules, 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by PPRA (from time to time), and is open to all potential bidders on e-PADS for submission of **offers for renting NDMA-owned cryogenic tanks**.
4. All bids must be accompanied by a Bid Security as given in the Bid Data Sheet in the form of Pay Order / Demand Draft. Moreover, the original bid security must be delivered at the address mentioned below on or before the bid submission deadline before 1100 hours on 03-03-2026 (Tuesday).
5. All interested bidders are required to register and submit their bids online at <https://eprocure.gov.pk>. The e-bids (or the technical part of the bids, as the case may be) will be opened at 1130 hours on the same day in the presence of bidders' representatives who choose to attend the opening at NDMA Headquarters, Islamabad.

**(Abdul Latif
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No. F.2(33)/2025-26/NDMA (Proc)
Government of Pakistan
Prime Minister's Office
National Disaster Management Authority
Islamabad



E-BIDDING TENDER NOTICE
Renting out of Cryogenic Tanks

National Disaster Management Authority (NDMA), Islamabad intends to invite e-bids from firms / service providers etc for renting out of NDMA-owned Cryogenic Tanks on rental basis to interested firms for a period of one year extendable for another year with mutual consent of both parties. The firms shall be in Active Taxpayer List (ATL) of the Federal Board of Revenue and duly registered on EPADS.

2. The interested bidders are required to register and submit their bids online at <https://eprocure.gov.pk>. The electronic bids prepared in accordance with the instructions prescribed in the bidding documents shall be submitted through EPADS as offers for taking NDMA-owned cryogenic tanks on rent on or before 1100 hours dated 03rd March, 2026. All bids must be accompanied by a Bid Security as given in bid-data sheet in form of Pay Order / Demand Draft. Moreover, the original bid security shall be delivered at the address mentioned below on or before the bid submission deadline i.e. 1100 hours 03rd March, 2026.
3. Electronic bids will be opened through EPADS at 1130 hours on the same day in the presence of bidders' representatives who choose to attend the bid opening for the renting-out arrangement at NDMA Headquarters, Islamabad.

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SECTION: II
INSTRUCTIONS TO BIDDERS (ITB)

Interpretation & Applicability for Renting-Out of NDMA-Owned Cryogenic Tanks

For the purpose of this Bidding Document and in accordance with the Public Procurement Rules, 2004, e-Pak Procurement Regulations, 2023, and applicable PPRA Regulatory Framework, it is hereby clarified that this bidding process relates to a renting-out / leasing arrangement of cryogenic tank(s) owned by National Disaster Management Authority (NDMA) for a period of one year extendable for another year with mutual consent of both parties and does not constitute procurement or purchase of Cryogenic Tanks.

Accordingly, throughout these Instructions to Bidders (ITBs), Bid Data Sheet (BDS), Technical Specifications, General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Contract Forms:

NDMA shall remain the owner and lessor **of the cryogenic tank(s);**

- a. The successful bidder shall be the lessee, **offering** rent payable to NDMA; **The terms** procurement, Cryogenic Tanks, supply, delivery of Cryogenic Tanks, contract price **and similar expressions shall, wherever applicable, be** construed as renting-out, leasing, use, operation, handling, maintenance and return of NDMA-owned cryogenic tank(s);
- b. "Bid Price / Contract Price" **shall mean the** rental amount offered by the bidder to NDMA, **inclusive of all applicable taxes and charges;**
- c. "Performance of Contract" **shall mean** proper use, safe handling, maintenance, insurance, timely payment of rent, and return of tanks **in accordance with the Scope of Work and Terms & Conditions; and**
- d. All PPRA provisions relating to transparency, competition, evaluation, grievance redressal, blacklisting and ethics shall apply mutatis mutandis to this renting-out arrangement.

This interpretation shall govern the bidding process and contract execution notwithstanding the use of standard PPRA SBD terminology elsewhere in the document.

A. INTRODUCTION

1. Scope of Bid	1.1	National Disaster Management Authority (NDMA) invites e-Bids for Renting out of Cryogenic Tanks tentatively in Islamabad or anywhere in Pakistan as indicated in the Bid-
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		data Sheet (BDS) and Section V - Technical Specifications & Schedule of Requirements.
2. Eligible Bidders	2.1	A Bidder may be company or firm or public or semi-public agency of Pakistan. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract.
	3.2	The invitation for Bids is open to all prospective firm, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.3	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by NDMA to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Cryogenic Tanks to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of NDMA regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.4	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payment in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation

		<p>entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, firm or contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.5	Bidders shall provide to NDMA evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.6	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the NDMA, as the NDMA shall reasonably request.
4. One Bid per Bidder	4.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder.
	4.2	No bidder can be a sub-contractor while submitting a Bid individually in the same Bidding process.
	4.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
5. Cost of Bidding	5.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and NDMA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
6. Terms & Conditions		<p>a. The firm shall be liable to return the tanks to NDMA at a 15 days' notice, whenever needed by NDMA, even if these are required by NDMA before the termination of agreement.</p> <p>b. The firm shall pay the rent of the tanks to NDMA regularly on six-monthly advance basis.</p> <p>c. Rent shall be increased by 10% on annual basis.</p> <p>d. Rent shall be paid through cross cheque in the name of NIDA-NDMF.</p> <p>e. The firm shall be responsible to pay all the government taxes as per rules, and no amount shall be deducted from the rent amount payable to NDMA.</p> <p>f. In case the tanks are returned to NDMA anytime within the contract duration, the actual amount of rent shall be calculated for the period of actual retention of tanks by the firm; and remaining amount shall be returned to the Lessee (firm).</p> <p>g. The firm shall be responsible for regular maintenance of the cryogenic tank(s).</p> <p>h. Arrangement of prime mover / technical manpower required for movement and handling of the tank/s and liquid oxygen shall be the responsibility of the firm.</p> <p>i. Any damage caused to the tank shall be made good by the lessee (firm).</p> <p>j. NDMA will not be liable to any penalty or remuneration</p>

		<p>caused to any third party due to any accident; and it shall have no responsibility whatsoever due to accidents, loss of life and property.</p> <p>k. The lessee (firm) is responsible to get the insurance of the tank against all types of accidents, theft losses etc. In case of any damage / accident to the oxygen tank, the firm (lessee) shall be responsible to make good, the loss (through insurance company), and return the container, or provide a new container of the same type, in good functioning condition, after a third-party inspection.</p> <p>l. In case of non-payment of rent on time, NDMA reserves the right to cancel the contract, retrieve the tank and/or impose the penalty @ 2% per day of the agreed monthly rent, with effect from due date of payment.</p>
6.1. Period of Contract		<p>a. The agreement shall be for a period of one year extendable for another year with mutual consent of both parties.</p>
6.2 Rental Terms		<p>a. Rental Duration</p> <ul style="list-style-type: none"> • Six Months advance payment <p>b. Rental Charges</p> <ul style="list-style-type: none"> • Quoted by bidder in PKR • Payable in advance <p>c. Security Deposit</p> <ul style="list-style-type: none"> • Equivalent to months'/ percentage as mentioned in DB. • Refundable upon satisfactory return <p>d. Insurance</p> <ul style="list-style-type: none"> • To be arranged by the successful bidder

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	<p>The bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addendum issued in accordance with <i>ITB</i> 9.2 include:</p> <p>Section I - Invitation to Bids</p> <p>Section II - Instructions to Bidders (ITBs)</p> <p>Section III - Bid Data Sheet (BDS)</p> <p>Section IV - Eligible Countries</p> <p>Section V - Technical Specifications, Schedule of</p>
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		<p>Requirements</p> <p>Section VI – Forms-Bid</p> <p>Section VII - General Conditions of Contract (GCC)</p> <p>Section VIII - Special Conditions of Contract (SCC)</p> <p>Section IX - Contract Forms.</p>
	7.2	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the NDMA through EPADS.
	8.2	NDMA will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 20.1 .
	8.3	NDMA's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.
	8.4	Should the NDMA deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9.
	8.5	If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by NDMA exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, NDMA for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.

	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be uploaded on NDMA Website and EPADS. Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the NDMA may, at its discretion, extend the deadline for the submission of Bids: Provided that the NDMA shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NDMA shall be written in the English language unless specified in the BDS . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents Contributing the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid completed in accordance with ITB 12 and 13 . b) Details of the Sample(s) where applicable and requested in the BDS . c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the Cryogenic Tanks into Pakistan, where required and where the firm is not the manufacturer of those Cryogenic Tanks; e) Bid security or Bid Securing Declaration furnished in accordance with ITB 18 ; f) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and g) Any other document required in the BDS .
12. Form of Bid	12.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
13. Bid Prices	13.1	The Bid Prices quoted by the Bidder in the Form of Bid and

		in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	13.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	13.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): a. where there is only one (substantially) responsive bidder, or b. where there is provision for alternate proposals and the respective items are not listed in the other bids, the NDMA may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	13.4	The Bid price to be quoted in the Form of Bid shall be the total price of the Bid.
	13.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the renting out of cryogenic tanks it proposes to deliver under the contract.
	13.6	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
14. Bid Currencies	14.1	Price shall be quoted in Pakistani Rupees. The quoted price should be firm, final and clearly written / typed both in digits and in words without any ambiguity. The price should include all government applicable taxes, duties, delivery and installation charges etc. The rates / prices against each item shall be entered against each item with Genuine Serial Number.
15. Bid Validity Period	15.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by NDMA. A Bid valid for a shorter period shall be rejected by NDMA as non-responsive.
	15.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, NDMA may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. A Bidder may refuse the request without forfeiting its Bid security. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension.

16. Bid Security	16.1	The Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by NDMA and in the amount and currency specified in the BDS in the format provided in Section VI (Standard Forms) .
	16.2	The Bid Security is required to protect NDMA against the risk of Bidder's conduct which would warrant the security's forfeiture.
	16.3	The Bid Security shall be denominated in Pak rupees and it shall be in the form specified in the BDS which shall be in any of the following: a) pay order/ demand draft b) another security if indicated in the BDS .
	16.4	Any Bid not accompanied by a Bid Security shall be rejected by NDMA as non-responsive.
	16.5	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by NDMA. NDMA shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: a) the expiry of the Bid Security; b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; c) the rejection by NDMA of all Bids; d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	16.6	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract or furnishing the performance security (or guarantee).
	16.7	The Bid Security may be forfeited: a) if a Bidder: i. withdraws its Bid during the period of Bid Validity as specified by NDMA, and referred by the bidder on the Form of Bid except as provided for in ITB15 or ii. does not accept the correction of errors. or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with ITB 37; or ii) to furnish performance security (or guarantee) in accordance with ITB 15.2 .
17. Withdraw, Substitution and Modification of	17.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS request.

Bids		
18. Preparation of bids	18.1	Registered firms on EPADS shall prepare online e-bid

D. SUBMISSION OF BIDS

19. Procedure of bid	19.1	The bidding procedure is Single Stage Two Envelope
20. Deadline for Submission of Bids	20.1	Bids shall be received by the NDMA through EPADS no later than the date and time specified in BDS
	20.2	NDMA may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of NDMA and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
21. Late Bids	21.1	EPADS does not provide option for late bid submission.
22. Withdrawal of Bids	22.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by NDMA prior to the deadline for submission of Bids.

E. OPENING AND EVALUATION OF BIDS

23. Opening of Bids	23.1	The NDMA will open all Bids through EPADS, in public, in the presence of Bidders' or their representatives who choose to attend, at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance
	23.2	Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify NDMA against any claim or failure to read out the correct information contained in the Bidder's Bid.
	23.3	NDMA shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum. The name of the bidder, the bid price if applicable and the present or absence of a bid security.
	23.4	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	23.5	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
24. Confidentiality	24.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	24.2	Any effort by a Bidder to influence NDMA processing of

		Bids or award decisions may result in the rejection of its Bid.
	24.3	From the time of Bid opening to the time of contract award, if any Bidder wishes to contact NDMA on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
25. Clarification of Bids	25.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the NDMA may, ask any Bidder for a clarification through EPADS of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the NDMA shall not be considered.
	25.2	The request for clarification and the response shall be in writing through EPADS. Only the correction of arithmetic errors discovered by the NDMA in the evaluation of Bids should be sought.
	25.3	The alteration or modification in THE BID which in any effect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	25.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact NDMA on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
26. Preliminary Examination of Bids	26.1	Prior to the detailed evaluation of Bids, NDMA will determine whether each Bid: a) meets the eligibility criteria defined in ITB 03 and ITB 04 ; b) has been prepared as per the format and contents defined by NDMA in the Bidding Documents; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Bidding Documents. NDMA's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	26.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, NDMA's rights or the Bidders

		obligations under the Contract; or c) if rectified would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	26.3	NDMA will confirm that the documents and information have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	26.4	If a Bid is not substantially responsive, it will be rejected by NDMA and may not subsequently be evaluated for complete technical responsiveness.
27. Examination of Terms and Conditions' Technical Evaluation	27.1	NDMA shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	27.2	NDMA shall evaluate the technical aspects of the Bid submitted, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	27.3	If after the examination of the terms and conditions and the technical evaluation, the NDMA determines that the bid is not substantially responsive in accordance with ITB 29, it shall reject the Bid.
28. Correction of Errors	28.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of NDMA there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	28.2	The amount stated in the Bid will, be adjusted by NDMA in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does

		not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited in accordance with ITB 6.7 .
29. Conversion to Single Currency	29.1	To facilitate evaluation and comparison, NDMA will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	29.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
30. Evaluation of Bids	30.1	NDMA shall evaluate and compare only the Bids determined to be substantially responsive.
	30.2	NDMA's evaluation of a Bid will take into account: a) in the case of Cryogenic Tanks manufactured in Pakistan or Cryogenic Tanks of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the Cryogenic Tanks by the Bidder, if a contract is awarded to the Bidder;
	30.3	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted, take account of one or more of the following factors as specified in the BDS : a) delivery schedule offered in the Bid b) deviations in payment schedule from that specified in the Special Conditions of Contract; c) the cost of components, mandatory spare parts and service. d) other specific criteria indicated in the ITBs and/or in the Technical Specifications.
31. Determination of Most Advantageous Bid	31.1	In case where NDMA adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price—from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	31.2	NDMA may adopt the Quality & Cost Based Selection Technique, where the NDMA, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality: In such cases, NDMA may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of

		combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
32. Post- qualification of Bidder and/or Abnormally Low Financial Proposal	32.1	<p>Where the Bid price is considered to be abnormally low, NDMA shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <p>(a) NDMA may reject a Bid if NDMA has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the renting out of Cryogenic Tanks and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</p> <p>(b) Before rejecting an abnormally low Bid NDMA shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</p>
		<p>(c) The decision of NDMA to reject a Bid and reasons for the decision shall be recorded in the proceedings and promptly communicated to the Bidder concerned;</p> <p>(d) NDMA shall not incur any liability solely by rejecting abnormally low Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the NDMA's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p>
	32.2	NDMA will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria.
	32.3	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as NDMA deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	32.4	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event NDMA will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

33. Criteria of Award	33.1	NDMA will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
34. Negotiations	34.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: a) a minor alteration to the technical details of the statement of requirements; b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; c) a minor amendment to the special conditions of Contract; d) finalizing payment arrangements; e) delivery arrangements; f) the methodology for provision of related services; or g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	34.2	Where negotiation fails to result into an agreement, NDMA may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, NDMA shall not reopen earlier negotiations.
35. Procuring Agency's Right to reject all Bids.	35.1	NDMA reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.
	35.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	35.3	NDMA shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
36. Procuring Agency's <i>Right to Vary Quantities at the Time of Award</i>	36.1	NDMA reserves the right at the time of contract award to increase or decrease the quantity of Cryogenic Tanks or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
37. Notification of Award	37.1	Prior to the award of contract, NDMA shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids
	37.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified for the award by the NDMA prior to expiration of the Bid Validity period through

		EPADS. The Letter of Acceptance will state the sum that the NDMA will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price)
	37.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2 .
	37.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 39 , NDMA will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge Bid Security to the Bidders pursuant to ITB 16.5 .
38. Signing of Contract	38.1	Promptly after notification of award, NDMA shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	38.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all condition's precedent of the Contract Form, the successful Bidder and NDMA shall sign the contract.
	38.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
39. Performance Security (or Guarantee)	39.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to NDMA a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	39.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be: a. bank guarantee confirmed by a reputable local bank.
	39.3	Failure of the successful Bidder to comply with the requirement of ITB 39.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event NDMA may make the award to the next ranked Bidder or call for new Bids.
40. Payment Method	40.1	After issuance of LoA and signing of contract agreement bi-annual advance payment shall be made by the firm.
41. Arbitrator	41.1	The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.
42. Corrupt & Fraudulent Practices	42.1	NDMA (including beneficiaries of Government funded projects and procurement) as well as Bidders/Firms/Contractors/ Manufacturers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of

		such contracts, and will avoid to engage in any corrupt and fraudulent practices.
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G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

43. Constitution of Grievance Redressal	43.1	NDMA shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of people with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.
44. GRC Procedure	44.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	44.2	Any Bidder feeling aggrieved by any act of NDMA after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	44.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	44.4	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:
	44.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	44.6	Any bidder or NDMA not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority (PPRA) on prescribed format after depositing the Prescribed fee.
	44.7	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.
	44.8	The committee shall call the record from NDMA or the GRC as the case may be, and the same shall be provided within prescribed time.
	44.9	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.
	44.10	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.

H. MECHANISM OF BLACKLISTING

45. Mechanism of Blacklisting	45.1	Mechanism defined Public Procurement Rule-19 and "Regulations for Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024" shall be applicable.
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SECTION-III
BID DATA SHEET (BDS)

The following specific data for **Renting out of Cryogenic Tanks** shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever, there is a conflict, the provisions herein shall prevail over those in ITBs.

A. INTRODUCTION

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	1.1	<p>Name of Procuring Agency: National Disaster Management Authority, Islamabad.</p> <p>The subject of Project is: Renting out of Cryogenic Tanks</p> <p>Period for delivery of Cryogenic Tanks: As mutually agreed between NDMA and the selected / most advantageous bidder.</p> <p>Commencement date for delivery of Cryogenic Tanks: As per agreed terms and conditions in the work order/ contract agreement.</p> <p><u>Scope of Bid</u></p> <p>NDMA intends to rent out its cryogenic tank, Model CAMC Tank SHOU 2124646, to qualified firms for industrial, medical, or operational use. The tank has a maximum gross weight of 36,000 kg (79,365 lbs), a payload capacity of 26,650 kg (58,752 lbs), and a storage capacity of 21.1 m³ (745 ft³). The successful bidder shall utilize the tank strictly for the stated purposes in accordance with applicable safety, technical, and regulatory standards for cryogenic equipment during the rental period.</p>

2	2.1	<p>Financial Year for operations of the Activity: FY 2025-26.</p> <p>Name of Project: Renting out of Cryogenic Tanks</p> <p>Name of institution: National Disaster Management Authority, Islamabad.</p> <p>Name and identification number of the Contract: Renting out of Cryogenic Tanks/TN-19(2025-26).</p>
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B. BIDDING DOCUMENTS

3.	3.1	Clarification may be sought through EPADS.
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C. PREPARATION OF BIDS

4.	4.1	All correspondences and documents related to the subject bid shall be made in English.
5.	5.1	<p>In addition to the documents stated in ITB 11, the following documents must be included with the proposals: -</p> <ol style="list-style-type: none"> i. <u>Mandatory Documents</u> ii. Form of Bid. iii. Bid Security. iv. Proof of the registration of firm with Income Tax and Sales Tax. Active Taxpayer List (ATL) certificate /proof to be attached. v. An Affidavit on Rs. 100/- stamp paper duly attested by Notary Public, that the firm is not blacklisted by the government/ semi government department as per specimen attached. vi. An Affidavit on Rs. 100/- stamp paper duly attested by Notary public, that the firm will provide original/ genuine and brand-new products and not the substandard, poor quality, fake/ counterfeited products / items. <p>Supporting Documents</p> <ol style="list-style-type: none"> vii. Company registered office including manpower and outlets details. viii. Proof of authorized dealership / distributor where applicable. ix. List of previous clients showing relevant experience and satisfactory report (completion certificate/ purchase orders etc.). x. Bank statement for the past two years showing healthy financial transaction i.e 5 million. xi. Last three years audit report showing average annual turnover of Rs. 5 million verified by chartered accountant firm. ix.xii. Minimum 5 – 7 years experience in executing such projects. <p>Note: Bidders unable to fulfill the above-mentioned mandatory documents and failure to provide the supporting documents shall be treated as technically disqualified and will not be considered for further evaluation.</p>
6.	6.1	The price quoted shall be inclusive of all the taxes, duties and transportation.

7.	7.1	The quoted price shall be fixed.
8.	8.1	The currency of the bid shall be Pakistani Rupees.
9.	9.1	The bid validity shall be 90 days after opening of the bids.
10.	10.1	<p>The amount of Bid Security shall be Rs. 300,000/- (Rupees Three Lac only).</p> <p>The currency of the Bid Security shall be: Pak Rupees</p> <p>The Bid Security in hard form shall be submitted to the following address before submission deadline. Bid security shall not be accepted after submission deadline and the Bid shall be rejected.</p> <p>Director (Procurement), NDMA Headquarters, Main Murree Road, Near ITP Office, Islamabad</p>
11.	11.1	The Bid Security shall be in the form of Pay order/ Demand Draft in favor of Director (Procurement), NDMA. Bid security of the unsuccessful bidders will be returned by the Director (procurement). Bid security of the successful bidder will be returned after signing of contract agreement and deposit of performance security.
12.	12.1	The firm shall submit bids online through EPADS.
13.	13.2	For bid submission through a representative, a written authorization-signed and stamped by the head of the company on its official letterhead is required.

D. SUBMISSION OF BIDS

14.	14.1	The interested bidders are required to register and submit their bids online at https://eprocure.gov.pk . The electronic bids must be submitted through EPADS within due date and time.
15.	15.1	<p>Title of the subject: Renting out of Cryogenic Tanks.</p> <p>Tender Number: TN-19/2025-26</p>
16.	16.1	<p>The deadline for bid submission is as under: -</p> <p>a. Day: Tuesday</p> <p>b. Date: 03-03-2026</p> <p>c. Time: 1100 Hours</p>

E. OPENING AND EVALUATION OF BIDS

17	17.1	<p>The bid shall be opened in the presence of bidders' representatives at the following address: -</p> <ul style="list-style-type: none"> • Venue - NDMA Headquarters, Islamabad. • Day: Tuesday • Date: 03-03-2026 • Time: 1130 Hours
18	18.1	The currency that shall be used for bid evaluation is Pak Rupee.
19	19.1	<p>Evaluation Techniques</p> <p>After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory technical specifications / requirements and / or requisite quality threshold and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid/ most advantageous bidder.</p>

		In exigent circumstances, time and cost both shall be the decisive factors to ascertain most advantageous bidder. NDMA reserves the right to declare as the most advantageous bidder the firm offering the minimum delivery period.
20.	20.1	Handing/ Taking. The Successful bidder shall complete the handing taking within mutually agreed time period as per requirement by NDMA. Preferably within 3-5 working days after issuance of Work order.

F. Award of Contract

21.	21.1	The Performance Security (or guarantee) shall be up to 10% of the contract cost.
22.	22.1	The Performance Security (or guarantee) shall be issued by a reputable Local bank.
23.	23.1	The Advance Payment of six months will be made after issuance of work order.
24.	24.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

25.	25.1	Grievances Committee of NDMA Director (Admin), Secretary Grievances Redressal Committee, National Disaster Management Authority, HQ, Main Murree Road, Near ITP Office, Islamabad.
26.	26.1	The Address of Appellate Redressal Committee to submit a copy of grievances: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Tel: +92-51-9202254

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SECTION V:
TECHNICAL SPECIFICATIONS / REQUIREMENTS

Renting out of (NDMA-Owned Cryogenic Tank)

Parameter	Specification
Name & Model	CAMC TANK SHOU 2124646
Maximum Gross Weight	36,000 kg (79,365 lbs)
Payload Weight	26,650 kg (58,752 lbs)
Capacity	21.1 m ³ (745 ft ³)
Tank Type	Cryogenic
Insulation	Vacuum Insulated
Condition	Operational
Ownership	NDMA
Intended Use	As declared by bidder

SECTION: VI - Forms

- 1. Form of Bid**
- 2. Form of Qualification Information**
- 3. Letter of Acceptance**
- 4. Blacklisting Certificate**
- 5. Undertaking / Certificate**
- 6. Credential Evaluation proforma**

Request for Proposal (RFQ) for Cryogenic Tanks

Sr	Description	Qty	Rate	Amount
1	Renting out of Cryogenic Tanks (NDMA owned) –Rental Basis			
Total Amount				
Total Amount with GST				

Form 1: Form of Bid

Date:

To: Director (Procurement),
NDMA,
Islamabad.

Having examined the Bidding Documents including Addenda Nos: [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Renting out of Cryogenic Tanks** by capacity in conformity with the said Bidding Documents.

We are hereby confirming National Disaster Management Authority, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

We undertake, if our Bid is accepted, to deliver the Cryogenic Tanks in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or firms for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents.

Dated this _____ day of _____ 20____.

(Name) _____

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

FORM 2: FORM OF QUALIFICATION INFORMATION

1. Individual Bidders or Individual Members of Joint Ventures	1.1 Constitution or legal status of Bidder: <i>[attach copy]</i> Place of registration: <i>[insert]</i> Principal place of business: <i>[insert]</i> Power of attorney of signatory of Bid: <i>[attach]</i>
	1.2 Total annual volume of Services performed in <i>(insert period)</i> years, locally or internationally traded currency specified in the Bid Data Sheet: <i>[insert]</i>
	1.3 Services performed as prime Firm on the provision of Services of a similar nature and volume over the last <i>(insert period)</i> years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of PA and contact person	Type of Services provided and year of completion	Value of Contract
(a)			

- [
- 1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			

- 1.6 Financial reports for the last (3) years verified by the Chartered Accountant Firm.

- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

- 1.8 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

- 1.9 Information regarding any litigation, current or within the last *(insert period)* years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.10 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.

- 1.11 Statement of compliance with the requirements of ITB 3.4.

- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Additional Requirements	Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.
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We, the undersigned declare that

- (a) The information contained in and attached to this form is true and accurate as of the date of bid submission.

delete statement which does not apply]

- (b) The originally submitted pre-qualification information remains essentially correct as of date of submission.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form 3: Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature: Name and Title of Signatory: Name of Agency: Attachment: Contract

Copy: Appointing Authority and Firm

Form-4

(Must be printed on Rs. 100/- stamp paper)

Black-Listing Certificate

Certified that M/s..... has not been Black listed by any public or private sector organization in Pakistan

M/s. _____

Contact person _____

Address: _____

Tel # _____ Mobile _____ Fax.

Email. _____

Signature _____ Dated _____

Agency seal:

Attested by Notary Public

Form-5
(Must be printed on Rs. 100/- stamp paper)

Undertaking / Certificate

The firm will provide only original / genuine and brand-new products according to NDMA Specifications and not substandard, poor quality, fake / counterfeited products / items.

If provided items/ information found false, or the firm found Black listed / debarred by any organization in Pakistan, or any criminal proceedings found in any court of law, the contract of the firm will be immediately terminated without assigning any reason and making any refund/ payment. Further the performance security given by the firm will also be confiscated and blacklisting / debarment proceedings may also be initiated against the firm.

M/s. _____

Contact person . _____

Address: _____

Tel # _____ Mobile _____ Fax. _____

Email. _____

Signature _____ Dated _____

Agency seal:

Attested by Notary Public

**SECTION VII:
GENERAL CONDITIONS OF THE CONTRACT**

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			a. “Authority” means National Disaster Management Authority (NDMA)
			b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
			c. The “Contract” means the agreement entered into between NDMA and the Firm, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d. The “Commencement Date” is the date when the Firm shall commence execution of the contract as specified in the SCC .
			e. “Completion” means the fulfillment of the related services by the Firm in accordance with the terms and conditions set forth in the contract.
			f. “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			g. The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h. “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by NDMA upon fulfillment of the condition’s precedent stipulated in GCC Clause 3 .
			i. “GCC” means the General Conditions of Contract contained in this section.
			j. “Intended Delivery Date” is the date on which it is intended that the Firm shall effect delivery as specified in the SCC .
			k. “SCC” means the Special Conditions of Contract.
			l. “Firm” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by NDMA and is named as such in the Contract Agreement,

			and includes the legal successors or permitted assigns of the firm and shall be named in the SCC .
			m. “Project Name” means the name of the project stated in SCC .
			n. “Day” means calendar day.
			o. “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			p. “End User” means the organization(s) where the Cryogenic Tanks will be used, as named in the SCC .
			<p>q. “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
			r. “Specification” means the Specification of the Cryogenic Tanks and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by NDMA.
			s. The Firm's Bid is the completed Bid document submitted by the Firm to NDMA.
2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and

			shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority 1. Form of Contract 2. Special Conditions of Contract 3. General Conditions of Contract, 4. Letter of Acceptance 5. Certificate of Contract Commencement 6. Specifications 7. Contractor's Bid, and 8. Any other document listed in the Special Conditions of Contract as forming part of the Contract
3.	Conditions precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a. Submission of performance Security (or guarantee) in the form specified in the SCC ; b. Furnishing of Advance Payment Unconditional Guarantee
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If NDMA is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the firm a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Firm and NDMA shall be written in the language specified in SCC . Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
6.	Country of Origin	6.1	The origin of Cryogenic Tanks may be distinct from the nationality of the Firm.
7.	Standards	7.1	The Cryogenic Tanks supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable

			standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Firm shall not, without NDMA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NDMA in connection therewith, to any person other than a person employed by the Firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Firm shall not, without NDMA's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of NDMA and shall be returned (all copies) to NDMA on completion of the Firm's performance under the Contract if so required by NDMA.
		8.4	The Firm shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Firm's accounts and records relating to the performance of the Firm and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Firm shall indemnify NDMA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Cryogenic Tanks or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to NDMA by the Firm herein shall remain vested in the firm, or, if they are furnished to NDMA directly, or through the Firm by any third party, including firms of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security (or Guarantee	10.1	The Performance Security (or Guarantee) shall be provided to NDMA no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety

			acceptable to NDMA, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to NDMA as compensation for any loss resulting from the Firm's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms: a. A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or b. Pay order/ Demand Draft
		10.4	The performance security (or guarantee) will be discharged by NDMA and returned to the Firm not later than thirty (30) days following the date of completion of the Firm's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC
11.	Inspections and Test	11.1	NDMA or its representative shall have the right to inspect and /or to test the Cryogenic Tanks to confirm their conformity to the Contract specifications at no extra cost to NDMA. SCC and the Technical Specifications shall specify what inspections and tests NDMA shall notify the Firm in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Firm or its subcontractor(s), at point of delivery, and/or at the Cryogenic Tanks' final destination. If conducted on the premises of the Firm or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to NDMA
		11.3	Should any inspected or tested Cryogenic Tanks fail to conform to the Specifications, NDMA may reject the Cryogenic Tanks, and the Firm shall replace the rejected Cryogenic Tanks to meet specification requirements free of cost to NDMA.
		11.4	NDMA's right to inspect, test and, where necessary, reject Cryogenic Tanks after the Cryogenic Tanks' arrival in NDMA's country shall in no way be limited or eared by reason of the Cryogenic Tanks having previously been inspected, tested, and passed by

			NDMA or its representative prior to the Cryogenic Tanks' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the firm from any warranty or other obligations under this Contract.
12.	Packing	12.1	The firm shall provide such packing of the Cryogenic Tanks as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Cryogenic Tanks final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by NDMA.
13.	Delivery and Documents	13.1	Delivery of the Cryogenic Tanks shall be made by the Firm in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Firm as specified in SCC .
		13.2	Documents to be submitted by the Firm are specified in SCC .
14.	Insurance	14.1	The Cryogenic Tanks supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15.	Transportation	15.1	Where the Firm is required under Contract to deliver the Cryogenic Tanks FOB, transport of the Cryogenic Tanks, up to and including the point of putting the Cryogenic Tanks on board the vessel at the specified port of loading, shall be arranged and paid for by the Firm, and the cost thereof shall be included in the Contract Price. Where the Firm is required under the Contract to deliver the Cryogenic Tanks FCA, transport of the Cryogenic Tanks and delivery into the custody of the carrier at the place named by NDMA or other agreed point shall be arranged and paid for by the Firm, and the cost thereof shall be included in the

			Contract Price.
		15.2	Where the Firm is required under Contract to deliver the Cryogenic Tanks CIF or CIP, transport of the Cryogenic Tanks to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Firm, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Firm is required under the Contract to transport the Cryogenic Tanks to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Firm, and related costs shall be included in the Contract Price
16.	Related Services	16.1	<p>The Firm may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Cryogenic Tanks;</p> <p>Furnishing of tools required for assembly and/or maintenance of the supplied Cryogenic Tanks;</p> <p>Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Cryogenic Tanks;</p> <p>Performance or supervision or maintenance and/or repair of the supplied Cryogenic Tanks, for a period of time agreed by the parties, provided that this service shall not relieve the Firm of any warranty obligations under this Contract; and</p> <p>Training of NDMA's personnel, at the Firm's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Cryogenic Tanks.</p>
		16.2	Prices charged by the Firm for related services, if not included in the Contract Price for the Cryogenic Tanks, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Firm for similar services.
17.	Payment	17.1	The method and conditions of payment to be made to the NDMA under this Contract shall be specified in SCC
		17.2	The NDMA request(s) for payment shall be made to Firm in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as

			appropriate, the Cryogenic Tanks delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		17.3	Payments shall be made promptly to NDMA, six months in advance.
		17.4	The currency or currencies in which payment is made to the Firm under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Firm's Bid.
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Firm for Cryogenic Tanks delivered and Services performed under the Contract shall not vary from the prices quoted by the Firm in its Bid, with the exception of any price adjustments authorized in SCC or in NDMA's request for Bid Validity extension, as the case may be.
21.	Change Orders	21.1	NDMA may at any time, by a written order given to the Firm pursuant to GCC Clause 22 , make changes within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> a. Drawings, designs, or specifications, where Cryogenic Tanks to be furnished under the Contract are to be specifically manufactured for NDMA; b. The method of shipment or packing; c. The place of delivery; and/or d. The Services to be provided by the Firm.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Firm's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Firm for adjustment under this clause must be asserted within thirty (30) days from the date of the Firm's receipt of NDMA change order.
		21.3	Prices to be charged by the firm 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 Firm for similar services.
22.	Contract Amendments	22.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither NDMA nor the Firm shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party
24.	Sub-contracts	24.1	The Firm shall consult NDMA in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Firm's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5 .
25.	Delays in the Firm's Performance	25.1	Delivery of the Cryogenic Tanks and performance of Services shall be made by the Firm in accordance with the time schedule prescribed by NDMA in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Firm or its subcontractor(s) should encounter conditions impeding timely delivery of the Cryogenic Tanks and performance of Services, the Firm shall promptly notify NDMA in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Firm's notice, NDMA shall evaluate the situation and may at its discretion extend the Firm's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28 , a delay by the Firm in the performance of its delivery obligations shall render the Firm liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28 , if the Firm fails to deliver any or all of the Cryogenic Tanks or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum

			equivalent to the percentage specified in SCC of the delivered price of the delayed Cryogenic Tanks or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, NDMA may consider termination of the Contract pursuant to GCC Clause 26 .
27.	Termination for Default	27.1	NDMA or the Firm, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ul style="list-style-type: none"> a. the Firm fails to deliver any or all of the Cryogenic Tanks within the period(s) specified in the Contract, or within any extension thereof granted by NDMA pursuant to GCC Clause 24; or b. the Firm fails to perform any other obligation(s) under the Contract; c. Firm's failure to submit performance security (or guarantee) within the time stipulated in the SCC; d. the firm has abandoned or repudiated the contract. e. the Firm is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f. a payment is not paid by NDMA to the Firm g. NDMA gives Notice that Cryogenic Tanks delivered with a defect is a fundamental breach of Contract and the Firm fails to correct it within a reasonable period of time determined by NDMA; and h. if NDMA determines, based on the reasonable evidence, that the Firm has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract <p>For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.</p>
		27.4	In the event NDMA terminates the Contract in whole or

			in part, pursuant to GCC Clause 26.1 , NDMA may procure, upon such terms and in such manner as it deems appropriate, Cryogenic Tanks or Services similar to those undelivered, and the Firm shall be liable to NDMA for any excess costs for such similar Cryogenic Tanks or Services. However, the Firm shall continue performance of the Contract to the extent not terminated.
28.	Termination for Force Majeure	28.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.</p>
		28.	<p>If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by NDMA in writing or in electronic forms that provide record of the content of communication, the Firm 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.</p>
29.	Termination for Insolvency	29.1	NDMA may at any time terminate the Contract by giving written notice to the Firm if the Firm becomes

			bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Firm, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NDMA
30.	Termination for Convenience	30.1	NDMA, by written notice sent to the Firm, 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 NDMA's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Cryogenic Tanks that are complete and ready for shipment within thirty (30) days after the Firm's receipt of notice of termination shall be accepted by NDMA at the Contract terms and price. For the remaining Cryogenic Tanks, NDMA may elect: <ul style="list-style-type: none"> a. To have any portion completed and delivered at the Contract terms and prices; and / or b. To cancel the remainder and pay to the Firm an agreed amount for partially completed Cryogenic Tanks and Services and for materials and parts previously procured by the Firm.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses

		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should NDMA and the Firm agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34.	Limitation of Liability	34.1	<p>Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8.</p> <p>a. The firm 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 Firm to pay liquidated damages to the Procuring Agency; and</p> <p>b. The aggregate liability of the Firm to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Firm to indemnify the Procuring Agency with respect to patent infringement.</p>
35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Firm shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Firm in Pakistan the Procuring Agency shall use its best efforts to enable the Firm to benefit from any such tax savings to the maximum allowable extent
		36.3	A local Firm shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Cryogenic Tanks to the Procuring Agency.

**SECTION VIII:
SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses: -

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Definitions (GCC 1)	
1.	1.1	The Procuring Agency is: National Disaster Management Authority, Main Muree Road, near ITP office, Islamabad
2.	1.1 (j)	The Firm is: <i>[Name and address]</i>
3.	1.1 (q)	The title of the subject Project is: Renting out of Cryogenic Tanks
	Governing Language (GCC 4)	
4	4.1	The Governing Language shall be: English
	Applicable Law (GCC 5)	
5	5.1	The Applicable Law shall be: Laws of the Islamic Republic of Pakistan
	Country of Origin (GCC 6)	
6	6.1	Country of Origin is Pakistan
	Performance Security (or guarantee) (GCC 10)	
7	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be 10% of contract price.
8	10.4	After delivery and acceptance of the Cryogenic Tanks, 100% percent of the Performance Security (or guarantee) shall be withheld to cover the Firm's warranty obligations in accordance with GCC Clause 18.2 .
	Inspections and Tests (GCC 11)	
9	11.1	Inspection and tests prior to shipment of Cryogenic Tanks and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Cryogenic Tanks at the firm's own expense and responsibility in terms of the items specified in the specifications. The firm shall submit the inspection certificate issued by himself which should be attached with the certificate(s) to the NDMA in order to ensure that the Cryogenic Tanks are fully functional in compliance with the contract.
	Delivery and Documents (GCC Clause 13)	
	Warranty (GCC Clause 18)	
12	18.2	GCC Clause 17.2—In partial modification of the provisions, the warranty period shall be _____hours of operation or _____ months from date of acceptance of the Cryogenic Tanks or (_____) months from the date of shipment, whichever occurs earlier. The Firm shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Firm, these guarantees are

		<p>not attained in whole or in part, the Firm shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Cryogenic Tanks 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 SCC 4,</p> <p style="text-align: center;">Or</p> <p>(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/Cryogenic Tanks value up to the sum equivalent to the amount of ten percent of the contract value.</p> <p>Note. This clause will be covered in contract agreement.</p>
13.	18.4 & 18.5	<p>The period for correction of defects in the warranty period is:</p> <p>Note. This clause will be covered in contract agreement.</p>
	Payment (GCC Clause 19)	
14.	19.1	<p>The method and conditions of payment to be Firm under this Contract shall be as follows:</p> <p>Payment for Cryogenic Tanks and Services supplied from within Pakistan:</p> <p>Payment for Cryogenic Tanks and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <p>i. Advance Payment: No advance payment is allowed.</p> <p>ii. On Acceptance: The full amount of the Contract Price shall be paid to the Firm after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
	Prices (GCC 20)	
	Liquidated Damages (GCC Clause 26)	
16.	25.1	Applicable rate: <i>0.2% per day of undelivered quantity value</i>
	Procedure for Dispute Resolution (GCC Clause 32)	
17.	32.3	<p>Dispute Resolution</p> <p><u>For Contracts to be entered with nationals of Pakistan</u></p> <p>1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Firm in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties</p>

		<p>shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties</p> <p>3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad and proceedings will be conducted in – English language</p> <p>4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of Cryogenic Tanks.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Firm any monies due to the Firm.</p>
	Notices (GCC Clause 35)	
18.	35.1	<p>Procuring Agency's address for notice purposes: Director (Procurement), National Disaster Management Authority, Main Muree Road, Near ITP office, Islamabad.</p> <p>Firm's address for notice purposes:</p>

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between [National Disaster Management Authority, NDMA having its established office at Main Muree Road, near ITP office, Islamabad] of Pakistan (hereinafter called "the Procuring Agency") of the one part and [name of Firm] of [city and country of Firm] (hereinafter called "the Firm") of the other part:

WHEREAS the Procuring Agency invited Bids for certain Cryogenic Tanks and related services, viz., [brief description of Cryogenic Tanks and services] and has accepted a Bid by the Firm for the supply of those Cryogenic Tanks and related services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - a. This form of Contract;
 - b. the Form of Bid and the Price Schedule submitted by the Bidder;
 - c. the Schedule of Requirements;
 - d. the Technical Specifications;
 - e. the Special Conditions of Contract
 - f. the General Conditions of the Contract;
 - g. the Procuring Agency's Letter of Acceptance; and
3. In consideration of the payments to be made by the Firm to the NDMA as hereinafter mentioned, the NDMA hereby covenants with the Firm to provide the Cryogenic Tanks therein in conformity in all respects with the provisions of the Contract.
4. The Firm hereby covenants to pay the NDMA in consideration of the provision of the Cryogenic Tanks and related 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.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the NDMA:-----

Signed, sealed, delivered by _____ the _____ (for the NDMA)

Witness to the signatures of the Firm:

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE FIRM OF CRYOGENIC TANKS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number:_____ **Contract Value:** _____ **Contract** _____ **Title:** _____
Dated: _____

[Name of Firm] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Firm] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Firm] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Firm] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Firm] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Firm] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[NDMA]

[Firm]